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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The Work of the Courts.

DURING THE past week the Court of Appeal has been sitting in three divisions—Court 1, consisting of Lord ALVERSTONE, C.J., FARWELL, L.J., and EVANS, P.; Court 2, of the Master of the Rolls and BUCKLEY and HAMILTON, L.JJ.; and Court 3, of VAUGHAN WILLIAMS and KENNEDY, L.JJ., and JOYCE, J. This represents a well-meant endeavour to reduce the appeal lists, though the withdrawal of the Lord Chief Justice from the work of the King's Bench Division has been a little difficult to reconcile with the pressing demands of the arrears there, and, indeed, the Lord Chief Justice has recognized this, and has intimated that the third Court will not sit after the 24th inst. It is unfortunate that the King's Bench Commission has decided to take evidence in private. A definite attempt should now be made to place the hearing of causes on a business footing, and the publication of the evidence as it is taken would probably have had a wholesome effect on the results of the Commission. One point which the Commission will doubtless consider is the organization of the work of the division. This is a matter which should be in the hands of a competent official charged with seeing that the lists are regularly cleared, and that sufficient courts are always sitting for that purpose.

Scale and Item Charges.

IN THE CASE of *Re Alice Stead, Smith* v. *Stead* (*ante*, p. 187), NEVILLE, J., had before him a short point of some importance to the legal profession. A solicitor trustee had attempted to sell by auction, on behalf of his beneficiaries, four lots of land; he was authorized by the will which created the trust to charge proper professional costs for work done by him as solicitor. He, in fact, perused the abstracts of title, and settled special conditions of sale in respect of the lots, but no sale was effected, either then or subsequently. Upon a summons to tax his bill of costs the question arose, as to what was the proper method of computing his costs in respect of the sale. Ought they to be scale charges as per section 2 (*a*) of the General Order made in pursuance of the Solicitors' Remuneration Act, 1881; or ought they to be item charges for work done? The scheme of the statute and General Order is that, in respect of specific business which comes within the scales, the remuneration is thereby fixed; but the scales are not exhaustive; business not within their scope is to be paid for according to the old system as modified by the second schedule to the General Order (*Re Reade*, 33 SOLICITORS' JOURNAL, 219;

Mawdsley v. *Beesley*, 36 SOLICITORS' JOURNAL, 63). The payment, however, must either be by scale or by item, there cannot be a cumulative charge for the same work of both scale charge and items (*Re Robson*, 45 C. D. 71).

Remuneration Where Property Not Sold.

NOW SECTION 2 (*a*) of the General Order under the Act of 1881 prescribes a series of scale charges set out in Schedule I., Part I., of the order in respect of "sales, purchases, and mortgages completed"; here no sale was completed, and therefore this sub-section does not apply. But section 2 (*c*) provides that, in respect of business not provided for in sub-sections (*a*) and (*b*) (the latter relating to leases), but "connected with any transaction the remuneration for which, if completed, is hereinbefore, or in Schedule I., hereto prescribed," and "which is not in fact completed," Schedule II. is to regulate the remuneration. This seems clearly to imply that in the case of an uncompleted sale Schedule II. is to apply; in other words the payment is to be by item. But some words in Part I. of Schedule I. create a difficulty; the scale there fixed is a twofold one, there being a higher charge "when the property is sold," and a lower charge "when the property is not sold." It was therefore contended that, notwithstanding the apparently plain direction in sub-section (*c*), when property is put up for sale but not sold, it is to be treated, not as a transaction "which is not in fact completed"—for which a charge is to be made by items modified by Schedule II.—but as a transaction under sub-section (*a*), in which "the property is not sold"—for which a charge is to be made according to the scale. The meaning of the scale charge "where the property is not sold," however, is made clear by Rule 2 of Schedule I.; it relates only to an ineffectual auction where the property is subsequently sold. When the property is never sold, Mr. Justice NEVILLE held, it has no application. Then sub-section (*c*) applies, and the remuneration is by item.

Irish Appeals.

A FEW weeks ago (*ante*, p. 122), in discussing the proposal contained in the Government of Ireland Bill for giving an appeal to the Privy Council on matters of constitutional law; we pointed out that the result would be to create a dual system of appeals from Ireland, one to the House of Lords in ordinary cases and one to the Privy Council on constitutional questions. A clause, however, has been introduced into the Bill which is intended to avoid this dualism. It takes away the appeal from the Irish courts to the House of Lords, and substitutes the Judicial Committee of the Privy Council. In the debate on this clause on Thursday, the 9th inst., this change was opposed, but unfortunately without success. Politically, it seems to place Ireland in the position of a colony. With that we have nothing to do, but only with the actual effect of the change. It sends the Irish appeals to a court which is much less satisfactory in its procedure than the House of Lords, and which, owing to its procedure, does not enjoy the same reputation. Mr. BIRRELL, in his speech in support of the clause, hinted that the Privy Council was to be the final Court of Appeal of the future, and that the Government were only anticipating matters. "The Government," he said, according to the *Times* report, "had flattered themselves that they were rather in front of the age in that matter, and that they were pointing to the time when there would be one final Court of Appeal for the whole British Empire. They did not require that a judge of that court should be a member of the House of Lords, either by hereditary right or as a life peer. That would only cumber its constitution. Therefore, when they came to constitute such a court, they would not be able simply to take the House of Lords as it stood. They would have to fall back on the Judicial Committee of the Privy Council, which contained the nucleus of a very fine court representative of the empire." What may happen to the House of Lords, and in particular to the House of Lords in its judicial capacity, no one can foretell; but it is unlikely that, when reconstituted, its judicial powers will be preserved. When that time comes it will be a question whether any appeal beyond the present Court of Appeal is really required. But if the right of appeal is preserved and a new court of final appeal is constituted, the Judicial Committee must not be taken as its model. As regards Ireland, it is unfortunate that its appeals should be relegated to that tribunal; but for English appeals it will be imperative to preserve a court equal in authority to that of the present House of Lords; a court which acts by way of direct decision and not under the form of advising the Crown, and one in which each member can speak his mind.

The Nature of a Foreclosure Action.

INEXORABLE LOGIC compelled the Court of Appeal, in *Hughes* v. *Ozenham* (p. 198, *ante*), to put a somewhat narrow interpretation upon ord. 11, r. 1 (*e*). That sub-rule permits the court to grant leave for service of a writ out of the jurisdiction when "the action is founded on any breach or alleged breach of contract within the jurisdiction of any contract wherever made, which, according to the terms thereof, ought to be performed within the jurisdiction." This leave had been duly granted to a mortgagee residing in England, who had taken in 1904, from certain persons then living in England but now residing in Australia, a mortgage of all their interests in certain settled personalty, and who had instituted foreclosure proceedings against the mortgagors. Since there was no English land covered by the assignment, nor was there any claim to the enforcement of an English trust, it is obvious that the sub-section of ord. 11, r. 1, quoted above, is the only relevant one under which the plaintiff stood any chance of shewing that he had a case for service out of the jurisdiction. But to utilize this sub-section, he must shew (1) a contract to be performed within the jurisdiction, and (2) a breach of that contract within the jurisdiction. He endeavoured to do this by shewing that his mortgage contained a covenant to repay, which had been broken. The weakness of this contention, of course, is that the relief he is claiming—foreclosure of the mortgaged property—has nothing to do with the covenant; it would exist equally if there had been no covenant. Nor is foreclosure in any sense an equitable means of enforcing a contract of bailment; it is not, like specific performance, an additional remedy given by equity to aid a common law remedy for breach of contract; it is simply a suit in equity to put an end to certain equitable rights belonging to the mortgagor which are quite independent of contract.

Service out of the Jurisdiction.

THE ABOVE line of reasoning had already been applied by the court in *Deutsche National Bank* v. *Paul* (1898, 1 Ch. 283), in which case a first mortgagee wished to serve his foreclosure writ on a second mortgagee who was out of the jurisdiction. A second mortgagee, of course, is an assignee of the mortgagor's equity of redemption, so that there is no real difference between the two cases; in one the mortgagor is defendant, in the other an assignee of the mortgagor's interest is also joined. In that case leave was refused on the ground that the court had no jurisdiction, and the Court of Appeal now followed the same principle by striking out the leave granted below. Of course, there is no logical reason for refusing relief in such a case; there is simply a lacuna in the rules, which the Rule Committee can very easily alter. Last year a similar omission was discovered in sub-rule 1 (*a*). An action was brought to perpetuate testimony relating to land situate within the jurisdiction; it was held that, although an action to recover the land is one in respect of which service out of the jurisdiction can be allowed, the wording of sub section (*a*) did not extend to an action to perpetuate testimony as to the title to it: *Slingsby* v. *Slingsby* (1912, 2 Ch. 21). The Rule Committee immediately amended the rule so as to allow the writ to go.

Reversion Duty on Surrender of Lease.

THE DECISION of HORRIDGE, J., in *Inland Revenue Commissioners* v. *Marquis of Anglesey* (*Times*, 16th inst.), prevents an obvious injustice in the charging of reversion duty under section 13 of the Finance Act, 1910. Under that section, on the determination of any lease of land, reversion duty is to be charged "on the value of the benefit accruing to the lessor by reason of the determination of the lease." The primary object of the section is, of course, to tax the lessee's interest in the lessee's improvements when the lease falls in; but the lease may determine in other ways than by effluxion of time, and the application of the section in cases of determination by merger or

surrender has, as is well known, caused difficulty. The case of merger was not dealt with by the Finance Act, 1910, but provision was made by section 14 (3) for the determination of the lease by agreement and the granting of a new lease, and in that case there was to be an abatement in respect of the unexpired years of the old lease. But this has been repealed by section 3 (5) of the Revenue Act, 1911, and the latter section provides specially for the case of merger, but not for the case of surrender. Hence it is necessary to refer to the definition of "benefit accruing to the lessor" in section 13 of the Finance Act of 1910, and sub-section 2 defines it as the amount by which the "total value" of the land at the time the lease determines—subject to deduction of capital expenditure by the lessor during the lease and "of all compensation payable by such lessor at the determination of the lease"—exceeds the total value at the grant of the lease. In the case in question certain leases had been granted for ninety-nine years, expiring in 1966 and 1968. In 1910 a new lease of all the properties was granted, at a rent equal to the original rents, expiring in 1979, and the original leases were thereupon surrendered by operation of law. The lessor gained, in fact, no benefit from the surrender, but the Inland Revenue Commission claimed that reversion duty was payable, and apparently there was no answer to their contention, unless the grant of the new lease could be treated as "compensation payable" by the lessor at the determination of the old leases. The construction of the phrase is, perhaps, not very clear, but HORRIDGE, J., held that the new lease was, for this purpose, compensation payable by the lessor. Unless he had granted it, the old leases would not have been surrendered. The decision avoids a harsh result in the operation of reversion duty, and shews a commendable breadth of view in the construction of the statute.

The Telephone Transfer Case.

CONSIDERING THE nature of the questions involved in the *Telephone Transfer Case*, and the amount at stake the decision of the Railway and Canal Commission (LAWRENCE, J., Mr. GATHORNE-HARDY and Sir JAMES WOODHOUSE) (*Times*, 14th inst.) has been given with commendable rapidity. The case was heard under the Telephone (Arbitration) Act, 1909, which, by section 1 provides that any difference between the Postmaster-General and any body or person under any agreement relating to telegraphs or telephones shall, if the parties agree to such reference, be referred to the Railway and Canal Commission. Under the agreement of 1905 for the purchase by the Postmaster-General of the property of the National Telephone Company, the purchase price was to be the value of the plant and other effects on the 31st of December, 1911, when the company's licence expired, exclusive of any allowance for past or future profits or any compensation for compulsory sale, and regard was to be had to the suitability of the plant for the purpose of the Postmaster-General's telephonic service. Save for the last provision, these are, in substance, the terms under which local authorities purchase tramways under the Tramways Act, 1870. It has been decided that the value must be measured by what it would cost at the date specified to construct the plant, subject to depreciation (*Edinburgh Street Tramways Co.* v. *Lord Provost of Edinburgh*, 1894, A. C. 456), and LAWRENCE, J., observed that it was the only possible way of arriving at the fair value in cases where there is only one buyer, and that one must have the plant *in situ*, while the present owner has no further right to work it. The ascertainment of the actual cost of the plant would have been an almost interminable task, for it was scattered over more than half a million stations, but fortunately the amount was agreed at £10,313,765. To this, it was claimed, addition should be made for various matters, such as obtaining wayleaves, engineering, administration, interest during construction and cost of raising capital; and the claim was allowed, though Sir JAMES WOODHOUSE dissented as to the allowance of the cost of raising capital. But the amounts to be allowed on these heads do not seem to have been capable of exact determination, and the percentages on which the parties and the commissioners worked were, LAWRENCE, J., observed, "essentially a question of fact in which one must be guided by experience and a sense of business touch." In other words, there is the same element of uncertainty in the result as in all valuations. After these additions had been made to the cost of construction, a deduction had to be made for depreciation, and this was done by the ordinary method of writing down the value in the ratio of the life of the particular part of the plant to the period of actual use. The words in the agreement, "having regard to its suitability for the Postmaster-General's telephonic service,' do not correspond to anything in section 43 of the Tramways Act, 1870, and effect was given to them by disallowing the value of defective and obsolete plant. Ultimately the amount found due to the company was £12,515,264, including the disputed item of £247,189 for the cost of raising capital. The amount is considerably in excess of the sum paid on the acquisition of the telegraphs by the Postmaster-General. This involved less than eight millions.

The Former Technicalities of Indictments.

IN THE CASE of *Rex* v. *Gilbert and Edwards* (*ante*, p. 187), the Court of Criminal Appeal quashed a conviction because the prisoner had been charged with more than one count alleging felony in the same indictment. The old rule was that such an indictment was bad as being embarrassing to the prisoner; or rather, to put the law more precisely, it was the duty of the presiding judge to require the prosecution to elect on which count he intended to proceed; if no such election was made, a motion to quash the judgment on a writ of error could be entertained by the King's Bench. Now section 5 of the Larceny Act, 1861, alters this to some extent; it enables three counts alleging three distinct acts of stealing from the same person, and all committed within the period of six months, to be joined in one indictment without necessity of election. In the case on which we are commenting, however, although the prisoner was accused in three counts of stealing from the same prosecutor and within the statutory period, one count only was preferred against the prisoner alone; in the other two he was joined with other co-defendants. But section 5 does not apply to three counts in which both parties (prisoner and prosecutor) are not identical in every one of the three; hence the case did not come within the exception, and was bad under the old law. The case is extremely interesting as shewing a curious survival of the old technical rules governing indictments prior to the Criminal Procedure Act of 1851, which did away with most of those difficulties by permitting liberal amendment of a defective indictment at any time before judgment. At one time success at the criminal bar was due more often to ingenuity in finding holes to pick in an indictment than in skill as an advocate; for, indeed, until the beginning of the nineteenth century counsel was not permitted to address the jury on behalf of the prisoner—all he could do was to argue points of law.

Lord Brougham as a Special Pleader.

ONE DOES not think of Lord BROUGHAM as a master in the art of special pleading; bold advocacy of unpopular causes, added to the reckless audacity of the demagogue, and coupled with the large enthusiasm for humanity which marks a certain type of legal reformer, these are rather the qualities for which the name of HENRY BROUGHAM is remembered by the present generation of lawyers. Yet, curiously enough, according to Lord Chancellor CAMPBELL, it was in the rôle of a most ingenious special pleader that he made his first *début* as an advocate at the Scots bar. In 1800, when BROUGHAM was five-and-twenty, he attended Jedburgh Assizes; and, since he was the only member of the bar present except the advocate-deputes, who appeared for the Crown, he was charged—after the Scots rule—with the defence of all the prisoners by Lord ESKGROVE, the presiding judge. The first case was that of a man accused of stealing a sheep. BROUGHAM at once moved to quash the indictment on the ground that it was not specific enough; it did not indicate whether the sheep was a *tup, a ewe, or a wether*. When theft of an animal is averred, he argued, the indictment must specify genus, species and sex—for a tup is a very different creature from a ewe, and each is distinct from a wether. Lord ESKGROVE saw no answer to this objection, and was inclined to quash the indictment, but was persuaded at last to let the trial proceed by

the argument of the Crown prosecutor, that the statute which created the crime spoke of "sheep stealing," it did not distinguish between male, female and neuter. Curiously enough, in 1829, there occurred an English case in which the conviction was quashed, since the indictment alleged theft of a *sheep*, whereas the evidence proved theft of a *ewe*: *Rex* v. *Puddifoot* (1 Moody, 247.) In the second case, a woman was accused of stealing a pair of boots; on the evidence BROUGHAM elicited that they were short boots of the kind now commonly worn, but then unfamiliar and styled "Half-boots"; here again BROUGHAM argued that the indictment did not describe the subject-matter correctly, but was overruled. His effort in the third case, however, was his masterpiece. A man was indicted for the murder of his wife. The evidence shewed that the woman and he were drinking a bottle of whisky together which she had fetched into the house, that she invited him to dance a reel with her, and on his inability to do so, taunted him with being more drunk than she was—with the result that he killed her. Now, both in Scots and in English criminal law, *voluntary* drunkenness—as distinguished from inebriety produced by a trick played on the prisoner—is not an excuse for crime, unless it is so great as to amount to insanity. But, BROUGHAM argued, the drunkenness in this case was not voluntary, it was induced by the victim, who herself brought the whisky into the house. Therefore, she was the *causa causans, ipsa sola fabricatrix, artifex, et particeps* of the crime, and could not complain of it. After much subtle argument on both sides, this objection was also overruled; the court held that in criminal proceedings, since the wrong done is to the Crown, the conduct of the victim could not be set up as conducing to the wrong. But the fact that such arguments were possible, and required consideration by the Court, shews the extraordinary predominance of formalism over reason in the old criminal jurisprudence of both Scotland and England.

The Forfeiture of a Deposit.

PROBABLY the rule as to the right of a vendor to retain a deposit has never been stated in clearer words than by POLLOCK, B., in *Collins* v. *Stimson* (11 Q. B. D., p. 143): "According to the law of vendor and purchaser the inference is that such a deposit is paid as a guarantee for the performance of the contract, and where the contract goes off by the default of the purchaser, the vendor is entitled to retain the deposit." But the practical application of this rule has frequently been the subject of litigation.

Any rule grounded upon the nature of the deposit must, of course, be subject to the terms of the contract. If the parties have themselves agreed, either expressly or impliedly, as to the destination of the money paid as a deposit, the agreement must be followed. This is all that is meant when it is said that the right of the vendor to retain, or the right of the purchaser to a return of the deposit depends in each case on the construction of the contract. When the contract contains any express stipulation on the matter, it is, we imagine, invariably a clause of forfeiture; as, for instance, in the common condition that, in case the purchaser fails to comply with the conditions of sale, the deposit shall be forfeited. But in *Palmer* v. *Temple* (9 A. & E. 508), a stipulation that, if either party made default, a sum of £1,000 should be paid as liquidated damages, was held to shew an intent that there should be no forfeiture of the deposit; and this decision appears to have given rise to the rule that in every case the question of forfeiture or return of the deposit is a matter of the construction of the contract. In fact, the rule is both axiomatic and useless. As just stated, whenever the parties make any express stipulation, they stipulate for forfeiture of the deposit. In the absence of express stipulation, there is the possibility of forfeiture being excluded on the ground that it is at variance with some other term of the contract; but of this, *Palmer* v. *Temple* seems to afford the only instance. Practically, in the absence of express stipulation, the contract affords no further guidance than is to be found in the use of the word "deposit."

This throws us back on the principle which was enunciated in *Collins* v. *Stimson* (*supra*) in the passage already cited, and which was elaborated in *Howe* v. *Smith* (27 Ch. D. 89). The deposit serves two purposes, according as the contract is or is not performed. If it is performed, the deposit goes in part payment of the purchase money. If the contract is not performed, the deposit is, according to the circumstances, returned to the purchaser, or retained by the vendor and forfeited. Speaking generally, it is returned to the purchaser if the non-completion of the contract is due to the fault of the vendor; it is forfeited if the non-completion is due to the fault of the purchaser. It is the latter contingency which the deposit is intended to meet. "A deposit," as BOWEN, L.J., said in *Howe* v. *Smith* (*supra*), "if nothing more is said about it, is, according to the ordinary interpretation of business men, a security for the completion of the purchase." The insertion of the words "if nothing more is said about it," in this *dictum* was technically correct, and was prompted by *Palmer* v. *Temple* (*supra*), for the parties may, by the contract, give some other meaning to "deposit." They may, in fact, agree that a deposit shall not be a deposit, for that is what every conventional variation of the rule would mean. But, as already stated, in practice they do nothing of the kind. They either emphasize the natural meaning of "deposit" by agreeing that it shall be liable to forfeiture, or they leave it to its natural meaning, and then it is equally liable to forfeiture.

The nature of a deposit was re-stated by Lord MACNAGHTEN in *Soper* v. *Arnold* (14 App. Cas. 429). "The deposit serves two purposes—if the purchase is carried out it goes against the purchase money, but its primary purpose is this, it is a guarantee that the purchaser means business." But while the nature of a deposit is not in doubt, questions frequently arise as to whether the purchaser has in fact forfeited it, and there was also a temporary doubt whether a vendor could rescind the contract and at the same time claim to retain the deposit. On the former point the general principle is that the vendor is entitled to retain the deposit if the purchaser repudiates the contract (see *Sprague* v. *Booth*, 1909, A. C. 576). In this respect, COTTON, L.J., in *Howe* v. *Smith* (*supra*) drew a distinction between the loss of the right to specific performance and the repudiation of the contract. "In order to enable the vendor so to act"—that is, to retain the deposit—"there must be acts on the part of the purchaser which not only amount to delay sufficient to deprive him of the equitable remedy of specific performance, but which would make his conduct amount to a repudiation on his part of the contract."

But this reference to specific performance appears to be unnecessary, and, as to repudiation, what is really important is the failure of the purchaser to complete the contract at the time when he is bound to do so. There may, of course, be an actual repudiation, but this is unusual. In general, the liability to forfeit the deposit arises from the failure of the purchaser to complete at a date which is either originally, or which becomes by notice, of the essence of the contract. At law, as FRY, L.J., observed in *Howe* v. *Smith* (*supra*), the time originally fixed for completion is of the essence of the contract, and on the purchaser's failure to complete at that date, the vendor, if the delay is not caused by his fault, can treat the contract as rescinded and forfeit the deposit. But the equitable rule now prevails, and time is not of the essence of the contract in respect of the date for completion unless it is either expressly made so by the contract, or is made so impliedly by the nature of the property or other circumstances. In ordinary cases time does not become of the essence of the contract unless there is delay in completion caused by the purchaser, and until he fails to complete in accordance with a notice from the vendor fixing a reasonable date. If there has been no previous repudiation by the purchaser, then his ultimate failure to complete is equivalent to a repudiation by him of the contract, and entitles the vendor to retain the deposit as forfeited.

And when this stage has been reached the forfeiture is final, and the purchaser cannot claim recovery of the deposit on the ground of matters subsequently occurring. If, indeed, the vendor does not treat the contract as rescinded, but sells under a condition for resale contained in the contract, and then claims against the purchaser under the terms of the condition for a deficiency in the price, he must bring the deposit into account:

Ockenden v. *Henly* (E. B. & E. 485); *Howe* v. *Smith* (*supra*, at p. 105; *Shuttleworth* v. *Clews* (1910, 1 Ch. 176). But if the vendor treats the contract as rescinded, and resells under his power as owner, the forfeiture is complete, and the purchaser cannot recover the deposit, notwithstanding that, on the resale, there is no deficiency in the price. This was the point decided in *Howe* v. *Smith* (*supra*). Similarly, if the purchaser has accepted the title and then, after notice from the vendor, fails to complete because he is not ready with the purchase money, and the vendor retains the deposit, this is final, and the purchaser obtains no right to recover the deposit from the fact that the vendor's title is subsequently found to be defective: *Soper* v. *Arnold* (14 App. Cas. 429).

As to the other point referred to above—the right of the vendor to rescind and also to retain the deposit—it is singular that it was ever in doubt, especially having regard to the judgment of FRY, L.J., in *Howe* v. *Smith* (*supra*). But in *Jackson* v. *Kadich* (Weekly Notes, 1904, p. 168), FARWELL, J., treated the forfeiture of the deposit as in the nature of damages, and held that the vendor could not rescind and at the same time have damages for breach of the contract. But this seems to have been founded on an erroneous view of *Howe* v. *Smith* (see WILLIAMS, Vendor and Purchaser, 2nd ed. p. 1055, note). In that case the vendor had, as FRY, L.J., pointed out (27 Ch. D., p. 105), treated the contract as rescinded and had sold under his absolute title, and he was therefore at liberty to retain the deposit, though he could not have made any claim in respect of a deficiency on the resale. It is, indeed, in the case of such a default on the part of the purchaser, and rescission on the part of the vendor, that the deposit serves its primary purpose. The contract has gone off owing to the default of the purchaser, and the deposit, which was a security for performance, is forfeited. The matter was set right by EVE, J., in *Hall* v. *Burnell* (1911, 2 Ch. 551), where he held that the vendor could at the same time rescind the contract and treat the deposit, which was in the hands of a stakeholder, as forfeited.

Non-disclosure in Marine Insurance.

EVER since the great days of Lord Chief Justice MANSFIELD, commercial law, as that term is understood by English jurists, has enjoyed a certain detachment from the ordinary common law, of which it is only a part. It has been ready to apply accepted principles in novel ways, and also to introduce into mere common law contracts notions derived from Roman law, which bear a suspicious resemblance to the principles of equity: Indeed, Lord MANSFIELD himself, as Earl STANHOPE tells us in his History of England in the Eighteenth Century, was sometimes censured by the bar of his day for introducing into his court "too much of equity"—which, the noble historian goes on to say, seems to laymen a satire on the legal profession until its meaning is explained. This detachment, however, has operated in another and a very curious direction; it has led commercial lawyers and judges to lay great stress on the "custom of merchants" as explaining the incidents of commercial contracts, and has led them sometimes to explain a legal principle, when applied to commercial cases, on that ground, rather than admit some extraneous doctrine of equity, or some more general rule of the common law itself, as the *ratio decidendi* of the actual case before them. A striking example of this tendency is shewn in connection with the doctrine of non-disclosure when applied to policies of marine insurance. This is illustrated both by the leading case of *Blackburn* v. *Vigors* (1887, 12 App. Cas 531), and by a recent decision in which HAMILTON, J., explained and relied on that case, namely, *Pickersgill* v. *London and Provincial Marine Insurance Co.* (1912, 3 K. B. 614).

The facts of the latter case are simple, and can be concisely stated. The plaintiffs were builders of a ship which, without their knowledge or privity, had been over-insured by the owners with various underwriters' clubs and companies, one of which were the defendants. In accordance with a covenant contained in the building contract, the owners had mortgaged the ship to the plaintiffs, and assigned to them the benefit of the policies, by way of security for payment of the purchase price due to them as builders. Losses were incurred by the ship during the period of insurance which came within the category of "perils of the sea," which the policy covered, and the assignees in due course made a claim on the underwriters. The latter refused to pay on the ground of the "over-insurance," and Mr. Justice HAMILTON found as a fact that there had been such over-insurance as to void the policy between the original parties to it, the shipowners and the underwriters. For over-insurance is a material fact that must be disclosed by the assured to the underwriter, in order that the latter may form his own opinion as to the nature of the risk he is taking; and non-disclosure entitles the underwriters to claim rescission. This right of rescission was always the common law rule, and is now embodied in a statutory form in the Marine Insurance Act, 1906, sect. 18 (1).

But the plaintiffs contended that, as assignees of the policy, they were not bound by the section, for the section, they contended, does not bind a *bonâ fide* assignee of the policy who has no notice of any defect in it. In support of this contention they relied on section 50, subsection 2, of the same statute, which codified the law upon its subject-matter of marine insurance. That section, so far as material, is in the following terms:—"(1) A marine policy is assignable . . . ; (2) Where a marine policy has been assigned . . . the assignee of the policy is entitled to sue thereon in his own name; and the defendant is entitled to make any defence *arising out of the contract* which he would have been entitled to make if the action had been brought in the name of the person by . . . whom the policy was effected; (3) a marine policy may be assigned by indorsement thereon or in other customary manner." The words which we have italicized were the *crux* round which the case was fought. The plaintiffs contended that the right of rescission arising upon non-disclosure of a material fact is not a defence arising out of the contract; it is a principle of equity which justifies a court, when dealing with a contract *uberrimae fidei*, to grant rescission, even although no condition precedent of the contract has been broken. Therefore its defence was not available against an innocent assignee. On the other hand, the defendants argued that the avoidance of a policy of marine insurance on this ground is not based either on the equitable doctrine of misrepresentation in contracts *uberrimae fidei*, nor on any general principle of the common law. It is based, they contended, on the fact that, by the custom of merchants, an obligation to make full disclosure on the part of the assured is a condition precedent to the underwriters' liability to pay. The breach of such obligation, then, is non-performance of a condition in the contract, and the right of rescission arising thereby is truly a defence "arising out of the contract." This view commended itself to HAMILTON, J., who held that this doctrine had been laid down in *Blackburn* v. *Vigors* (*supra*), both by the Court of Appeal, and in the House of Lords by Lord WATSON (12 App. Cas., at p. 539). He therefore held that the defence could be successfully raised against the plaintiffs, so that they were bound by the non-disclosure of their assignor, and were disentitled from recovering under the policy.

Incidentally, two other points of interest arose in *Pickersgill's Case* (*supra*). In the first place, the plaintiffs made a most ingenious attempt to shew that a policy of marine insurance, when in the common form, is by the custom of merchants a negotiable instrument, so that a *bonâ-fide* holder in due course takes it free of the equities. It was suggested that section 50 (2) was not intended to apply to such a holder, and some language of Lord SHAW in *Thames and Mersey Marine Insurance Co.* v. *Gunsford Ship Co.* (1911, A. C. 529, at p. 544) was pressed into the service of the argument. But his remarks were mere *obiter*, since the point was clearly not before the court in that case. Now it is, of course, true that instruments may acquire negotiability or quasi-negotiability by the custom of merchants; they may do so in either of two ways. An instrument, not previously within the category of negotiable instruments, may become so by the usage of the market n which it is current: *Goodwin* v. *Roberts* (L. R. 10 Ex. 355); *Edelstein* v. *Schuler* (1902, 2 K. B. 144). Or again, the nature of some common form instrument, and the terms of the contract commonly made in connection with such instrument, may shew that it is intended by the parties to be assignable free from equities:

Re Agra Bank, ex parte Asiatic Bank (L.R. 2 Ch. 391). But such considerations can scarcely apply to an instrument the nature of which is fully defined in a codifying statute, which expressly says that its transfer is to be subject to, at least, certain equities; *i.e.*, defences arising out of the contract. And, as Mr. Justice HAMILTON pointed out, negotiability is inconsistent with the very nature of a policy of marine insurance, since it is only a promise of indemnity giving a right of action for unliquidated damages: *Pellas* v. *Neptune Marine Insurance Co.* (5 C. P. D. 34).

Again, an ingenious argument was founded on an interesting difference between section 50 (2) of the Codifying Act of 1906 and section 1 of the earlier Act of 1868, which it repealed and in substance re-enacted. In the earlier Act, the provision as to the equities ran: "The defendant . . . shall be entitled to make any defence which he would have been entitled to make," etc., whereas, it will be noticed, the late Act adds the words "arising out of the contract" after the word "defence." It was argued that such an addition in a codifying statute must be taken as an amendment of the prior statute, and as restricting its scope in some way. The answer to this *primâ facie* strong contention seems to be that given by the learned judge in his judgment (at p. 621); he shews that the earlier Act had been interpreted by the courts as limited to defences arising out of the policy, as distinguished from other equities between the original parties unconnected with the policy (*Pellas* v. *Neptune Marine Insurance Co., supra*). The code only gives effect to this interpretation by putting into the section words which the draftsman hoped would make it unambiguous and clear to everyone. How vain are such illusory hopes of the draftsman the present case shews!

Mr. Thomas Cousins.

MR. THOMAS COUSINS, whose death at the age of 81 has recently been announced, was a well-known Portsmouth solicitor. He was the eldest son of the Reverend THOMAS COUSINS, of Portsea, and was educated at private schools at Southsea, being, as a boy, devoted to cricket, boating, and especially swimming, in which he excelled. In 1848 he entered the office of Messrs. HOWARD & PARNELL, solicitors, of Portsea, and in the following year he was articled for five years to the junior partner, Mr. PARNELL. In those days articled clerks were expected to work, and during his articles Mr. COUSINS' hours were 9.30 a.m. to 8 p.m. and often later. Mr COUSINS did not follow the ordinary practice of spending the last year of his time in London. He passed his examination as a solicitor in Michaelmas term, 1854, and had a strong desire to go to the Bar, but this his means did not admit.

After qualifying as a solicitor, Mr. COUSINS at once entered the office of his friends Messrs. WILSON & BRISTOWS, solicitors, of 1, Copthall-buildings, London, as a salaried clerk. He rapidly became their principal managing clerk, and remained with them for five years, receiving a handsome present of law books on leaving. At the end of 1859, Mr. COUSINS commenced practice in Union-street, Portsea. Refusing several eligible offers of partnership, he rapidly obtained a large and lucrative practice. His speciality was advocacy, and for years he was retained in almost every important case, not only in Portsmouth, but in the surrounding districts. On the 1st of July, 1871, he took into partnership his articled clerk, Mr. ALFRED CHARLES BURBIDGE, and the firm was thenceforward known as COUSINS & BURBIDGE.

Mr. COUSINS represented St. John's Ward in the Town Council for seven years from 1864 to 1871, resigning his seat to become a candidate for the office of clerk to the Portsmouth justices. In the latter year Mr. WILLIAM SWAINSON, the local Admiralty solicitor and deputy judge-advocate, died, and Mr. COUSINS was offered the appointment, with a salary of £800, a residence in the Dockyard, and liberty to carry on his practice as a solicitor. The appointment was gazetted and was announced in the service papers, but it was not to be. On a certain Saturday his appointment was lying on the office table of the then First Lord of the Admiralty, Mr. CHILDERS, awaiting signature; but the completion of the document was, through press of business, postponed until the following Monday. On the intervening Sunday, however, H.M.S. *Captain*, with Mr. CHILDERS' son on board, foundered, and Mr. CHILDERS never attended at the Admiralty again. His post was filled by Mr. GOSCHEN, who appointed Mr. E. J. HARVEY, the late Mr. SWAINSON's deputy, not as Admiralty solicitor and deputy judge-advocate, but as "Admiralty law agent." But this apparent ill-luck turned out to Mr. COUSINS' advantage. In July of the same year (1871) Mr. SAMUEL GREETHAM, who had for some forty years held the office of clerk to the Portsmouth justices, intimated his intention to retire, and the post was eagerly sought after, two aldermen and past mayors resigning their seats to compete for it. After a hard fight Mr. COUSINS was successful by two votes. He took office as clerk to the justices on the 7th of October, 1871, and held the appointment for about twenty years, when he resigned. His reputation as a lawyer stood very high, and he possessed the entire confidence of the magistrates, his professional brethren, and the public. During his career as the magistrates' adviser, not a single decision of the bench was reversed by the High Court on *mandamus* or *certiorari*, or on a case stated, or on appeal, or interfered with by the Home Secretary. Every adjudication during his clerkship was carried out as pronounced. This record is believed to be unique.

On Mr. COUSINS retiring in 1891, the justices publicly presented him with an illuminated testimonial of his services. They also unanimously memorialized the Lord Chancellor to place his name on the Commission of the Peace, which he promptly did, and Mr. COUSINS sat upon the Bench from that time. For many years he was one of the "licensing justices." In 1895 he was appointed President of the Port of Portsmouth Incorporated Chamber of Commerce, and held this office for four years. During his presidency, he took great interest in local railway matters, and many of the improvements and reforms which have been effected were due to his exertions. He successfully opposed the byelaws proposed by the War Department for closing Spithead and the Solent so as to permit of artillery target practice, and for this he earned the gratitude of the community. On his retirement from the presidency in 1899 he was publicly presented with a handsome silver rose-bowl.

Mr. COUSINS was an active Freemason. He was initiated in the Phœnix Lodge in 1859, served as Worshipful Master of the Portsmouth Lodge in 1864, and was appointed a Provincial Grand Warden of Hampshire and the Isle of Wight in 1865. He was a life governor of the principal Masonic charities. As a legal writer, Mr COUSINS was well known. He contributed largely to the *Times* and to several legal journals, and was the author of the *Justices' Pocket Manual*, which went through several editions. He was fond of whist and billiards, but nearly all his leisure was devoted to legal and general reading. He never allowed a practical statute or a decided case of importance to remain unread.

In 1873 he married Mrs. EMMA JANE HORNE (widow of Colonel HORNE), who died in 1888. In 1892 he married Miss MARY ELLA HORATIO IRWIN, daughter of the late Captain IRWIN, R.N. He left one child living, born in 1900. The 25th of November, 1904, was the jubilee of his admission as a solicitor. During the fifty years twenty articled clerks were educated in Mr. COUSINS' office, and on the day of the jubilee those of the twenty who were living invited him to a banquet at the Royal Pier Hotel, Southsea, to celebrate the event.

Reviews.

The Annual County Courts Practice.

THE ANNUAL COUNTY COURTS PRACTICE, 1913. EDITED BY WILLIAM CECIL SMYLY, K.C., Judge of County Courts, and WILLIAM JAMES BROOKS, Barrister-at-Law. IN TWO VOLUMES. VOL. I. CONTAINING THE JURISDICTION AND PRACTICE UNDER THE COUNTY COURTS ACTS, THE BILLS OF EXCHANGE ACT, THE EMPLOYERS' LIABILITY ACT, AND THE WORKMEN'S COMPENSATION ACT; AND THE STATUTES, RULES OF PRACTICE, FORMS, AND TABLES OF FEES AND COSTS. VOL. II. CONTAINING THE JURISDICTION AND PRACTICE UNDER OTHER ACTS. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

The description of this work as being in two volumes lacks something in accuracy as regards the copy before us. But if we speak of the so-called volumes as parts, we have the whole county court practice in two parts and in one volume, and the entire thickness, though ample, is not beyond what we are accustomed to in law books. The important point is that the general jurisdiction under the County Courts Acts and the jurisdiction as regards employers and workmen—the chief item in the special jurisdiction of the courts—are collected in the first part or volume, while the special jurisdiction under statutes too numerous to specify is collected in the second part. Reference to either part, and also to the Acts and Rules in the first part, is facilitated by the indications on the edging. The task of the editor of an annual work on county court practice is not severe at the present time—at any rate as regards the general jurisdiction. There have been new rules in the past year, and these are duly noted, but they are concerned with details of practice, and rather shew how complicated an affair the business of the county courts has become than assist in elucidating the principles on which it rests; and there have been some few decisions, also duly noted, relating to the general jurisdiction

and practice of the county courts. But the bulk of the decisions of the past year which require to be inserted are decisions on the Workmen's Compensation Act, and in regard to these the work shews signs of careful revision. Apart from the alterations rendered necessary by recent decisions, the Annual County Courts Practice is noteworthy for the lucid statement of the jurisdiction and practice of the county courts which precedes the text of the statutes and rules; and the practitioner will find all that he requires in the way of sectional headings, marginal notes, and cross-references to give facility in the use of the book.

Books of the Week.

Costs.—The Handy Book to Solicitors' Costs. Third Edition. By A. C. DAYES, Costs Accountant. Sweet & Maxwell (Limited). 7s. 6d. net.

Book-keeping.—Investors' Book-keeping. By EBENEZER CARR, F.S.A.A., and "How to Check your Stockbroker's Account." By an Accountant. Effingham Wilson. 1s. net.

American Law.—Case and Comment. Vol. XIX., No. 8. Lawyers' Co-operative Publishing Co., Rochester, N.Y. 10 cents.

Company Law.—A B C Guide to Company Law and Practice. By HERBERT W. JORDAN, Company Registration Agent. Eleventh Edition. Jordan & Sons (Limited). 3s. 6d. net.

Commercial Law.—The Commercial Laws of the World. Consulting Editor, Sir Thomas Edward Scrutton, Judge of the King's Bench Division. General Editor, William Bowstead, Barrister-at-Law. Vol. XVII.; British Dominions and Protectorates in America. Sweet & Maxwell (Limited). £2 2s. net.

CASES OF LAST SITTINGS

High Court—Chancery Division.

Re **VIC MILL CO. (LIM.).** Neville, J. 3rd Dec.

COMPANY—VOLUNTARY WINDING-UP—SALE OF GOODS—NON-ACCEPTANCE—PROOF OF DEBT BY CREDITOR—SUMMONS TO VARY CERTIFICATE—BREACH OF CONTRACT—MEASURE OF DAMAGE—GOODS MADE TO ORDER—AVAILABLE MARKET.

The general rule for assessing damages in cases of breach of contract is that the party wronged is entitled to be put in the same position as if the contract had been completed.

Where there is an available market for the goods, the measure of damage is the difference between the contract price and the market price.

Where there is no available market for the goods, the measure of damage is the profit which would have been made if the contract had been completed plus as much of the cost of manufacturing the goods as is not covered by the re-sale (if any).

This was a summons to vary the certificate of the District Registrar. The Vic Mills Co. was in voluntary liquidation, and the applicants were a firm of engineers, from whom, before the winding-up, they had ordered certain machines which, owing to the winding-up proceedings, they were unable to accept. The applicants sent in a claim proving for £1,167 damages for breach of contract, being the amount of the profits they would have made if the contract had been carried out. The liquidators had rejected the claim, and on an appeal Neville, J., referred the matter to the District Registrar for an inquiry for what sum, if any, the applicants should be allowed to prove in the winding-up in respect of the machinery ordered by the company but not delivered. The Registrar divided the machines to which claims were made into three classes—(1) machines which had been completed by the creditors before the date of the winding-up, retained by the creditors for a time, and then somewhat altered and sold to other customers at a price less than the contract. On these he allowed the difference between the price realized and the contract price plus the estimated cost of the alterations, a sum amounting to £28, instead of £162 19s. claimed; (2) machines which would have been wholly or partially manufactured by the creditors on which they had done no work, but for some of which they had purchased subordinate parts ready-made, which they had afterwards used in fulfilling other orders. On these the Registrar thought that the creditors were entitled to have the loss of profits taken into account; but he held that the actual loss directly or naturally resulting from the breach of contract did not amount to anything approaching the whole of such prospective profit, and he assessed the damages at £230, instead of the £999 11s. 3d. claimed. (3) As to two small machines which the creditors would not have manufactured themselves, but would have bought ready-made, he allowed the amount claimed, £2 15s. 3d. being the difference between the price which would have been paid by the creditors and the contract price.

NEVILLE, J., after stating the facts, said: The general rule in these actions for damages for breach of contract is that the plaintiffs are entitled to be put in the same position that they would have been in if the contract had been completed. Both at common law in former times, and now under the Sale of Goods Act, 1893 (56 & 57 Vict., c. 71), the *primâ facie* measure of damages, where there is an available market for the goods, is the difference between the market price and the contract price of the goods. Where goods have not actually been made, the only method of putting the creditors in the position they would have been in is by giving them the profits they have actually lost. In the present case, in my opinion, on the evidence, there is no available market for the goods which have been manufactured, and, in that case, the measure of damage should, in my opinion, be the profits which would have been made if the contract had been completed plus as much of the cost of manufacturing the goods as is not covered by the re-sale (if any). On the evidence, I incline to the view that these manufactured machines would probably have sold in the open market for very little more than the value of the materials. I accordingly decide that the creditors have claimed the right measure of damages, and that the Registrar's decision is wrong. The percentage of profits must be calculated, and I give the applicants the whole of it.—COUNSEL, *Gore-Browne*, K.C., and *H. S. Preston; Grant*, K.C., and *C. E. R. Abbott*. SOLICITORS, *Robinson & Bradley*, for *Brown, Briggs, & Symonds*, Stockport; *Marston & Robinson*, for *W. Arthur Taylor*, Manchester.

[Reported by L. M. MAY, Barrister-at-Law.]

Re **CENTRIFUGAL BUTTER CO. (LIM.).** Neville, J. 3rd Dec.

COMPANY—VOLUNTARY WINDING-UP—APPLICATION FOR RESCISSION OF CONTRACT BETWEEN THE PROMOTERS AND THE COMPANY—JURISDICTION—CANCELLATION OF THE SHARES—CONSIDERATION FOR THE CONTRACT—COMPANIES (CONSOLIDATION) ACT, 1908 (8 ED. 7, C. 69), SS. 164, 193, AND 215.

The court refused to consider the question of setting aside an agreement which was in effect made between a company and outsiders on an application by summons by a liquidator in a voluntary winding-up, under section 193 *of the Companies (Consolidation) Act*, 1908 (8 *Ed.* 7, *c.* 69). *Quære, whether there would be jurisdiction under such section to set aside such an agreement.*

This was a summons taken out by the liquidators of the above company, under section 193 of the Companies (Consolidation) Act, 1908, asking for the recission of an agreement made between the company and two of its promoters, and that the allotment of 6,000 shares under such agreement might be cancelled. By an agreement, dated the 9th of June, 1910, two persons obtained an option to take a lease of a butter factory in France with machinery, plant and materials for fourteen years at a rent of £300. The option was to be exercised within two months, and thereafter there was to be a further option, to be exercised during the continuance of the lease, to purchase the freehold. These two persons proceeded to promote a company, which was called the Centrifugal Butter Company. The object of this company was to enter into an agreement with the promoters to purchase these options for a sum in cash and 6,000 fully-paid shares. The articles of association provided that the company should acquire the said butter factory and premises and other rights and property comprised in the said agreement, and that these two persons promoting the company should be two of the first directors of the company, and it should be no objection to the agreement that they, as promoters, directors or otherwise, stood in a fiduciary relationship towards the company, and every member of the company shall be deemed to join the company on the basis that no objection should be taken to such directors' appointments. On the 5th of September, 1910, the company entered into the agreement referred to in the articles with these two persons, and they then used their best endeavours to get the French vendors to carry out their agreement; but difficulties as to the form of the lease having arisen, the French vendors refused to complete. Proceedings were taken against them in the French courts, but in July of 1911 the Civil Court of First Instance in France gave judgment for the defendants on the ground that the agreement was not binding on them, and declared the option of the 9th of June, 1910, to be null and void. On the 19th of September, 1911, the company passed an extraordinary resolution for a voluntary winding-up. Counsel for the two promoters strenuously contended that his lordship had no jurisdiction under section 193 of the Companies (Consolidation) Act, 1908, to set aside this agreement on the application of the liquidator in a voluntary winding-up, and even if there was jurisdiction this was certainly not a case in which it should be exercised to the prejudice of persons who were in the position of outsiders contracting with the company. This section was merely intended to be used to give the liquidator the assistance of the court in carrying out his duties in winding-up.

NEVILLE, J., after stating the facts, said: In this case we have to look at the purpose for which section 193 of the Act was passed. Here I am asked by a liquidator in a voluntary winding-up to set aside an agreement which is in effect made between the company and outsiders, an agreement which is clearly in order according to the articles of association of the company. I have very considerable doubt as to whether I have any jurisdiction under this section to set aside such an agreement, but even if I have, I certainly shall not exercise it. I have no intention of deciding such a question as this on such a summons.—COUNSEL. *B. A. Hall; T. J. C. Tomlin.* SOLICITORS, *C. H. Walton & Hurd; Charles Anderson & Co.*

[Reported by L. M. MAY, Barrister-at-Law.]

Re **WHITE. THEOBALD** *v.* **WHITE.** Neville, J. 12th and 13th Dec.

COMPANY—SHARES IN PRIVATE COMPANY—RIGHT OF PRE-EMPTION IN OTHERS—APPORTIONMENT—LEGACY IN LIEU OF SHARES—APPORTIONMENT ACT, 1870 (33 & 34 VICT., C. 35), S. 2 & 5—COMPANIES (CONSOLIDATION) ACT, 1908 (8 ED. 7, C. 69), S. 121.

A private company for the purposes of the Companies (Consolidation) Act, 1908 (8 Ed. 7, c. 69), is nevertheless a public company for the purposes of the Apportionment Act, 1870 (33 and 34 Vict., c. 35), section 5. Where the articles of association of a private company gave certain rights of purchase of shares to certain members of the family of a testator who owned the large majority of the shares in the company, such testator could not dispose of his shares in the company in another manner by his will.

A testator was the owner of a large number of shares in a private company. This was a summons taken out to construe the following clause in his will: "Whereas under clause 31 of the articles of the said company my son will have the right, on my death, to purchase at a fair price so many of my ordinary shares as shall make up his holding to 667, now I hereby bequeath to my son so many of my ordinary shares as shall make up his holding to 667, provided that, if by reason of the before-mentioned clause, or any other provision in the articles, the foregoing specific bequest should be prevented from being effective, in such case, in lieu of such specific bequest, I bequeath to my son a legacy equal in amount to the purchase money of so many of my ordinary shares as he shall be entitled to purchase at my death under the aforesaid provision." Articles 31 and 32 of the said company's articles of association were as follows: Article 31: "On the death of W. his son shall have the right to purchase at a fair price so many of the ordinary shares to which W. is entitled at his death as shall make up the holding of the son to 667 ordinary shares." Article 32: "Subject to the last preceding clause, on the death of W., the surviving members or member of the H. family shall have the right to purchase at a fair price so many of W.'s shares as his son shall not elect to purchase under article 31." There were also other articles restricting the transfer of shares. It was contended (1) that this was a private company, to which the Apportionment Act did not apply; (2) that the will could not override the articles, and that the son could not take the shares, but could take the legacy.

NEVILLE, J., said although this company is a private company for the purposes of the Companies (Consolidation) Act, 1908 (8 Ed. 7, c. 69), it is, nevertheless, a public company for the purposes of the Apportionment Act, 1870 (33 and 34 Vict., c. 35). Articles 31 and 32, however, have prevented the specific legacies from taking effect, and accordingly the son takes a pecuniary legacy equal to the amount of the purchase money of the shares.—COUNSEL, *O. R. A. Simpkin; J. J. Wood; J. Fisher Williams.* SOLICITORS, *Tarry, Sherlock, & King; E. E. Blyth*, Norwich.

[Reported by L. M. MAY, Barrister-at-Law.]

Re **ANDREW KNOWLES & SONS (LIMITED AND REDUCED).** Neville, J. 17th Dec.

COMPANY—PRACTICE—REDUCTION OF CAPITAL—USE OF WORDS "AND REDUCED" ON THE COMMON SEAL.

On a petition to confirm a reduction of the capital of a company, the Court dispensed with the use of the words "and reduced" on the common seal of the company.

This was a petition to confirm a scheme for the reduction of the capital of a company. The company had used the words "and reduced" after and as part of their ordinary title from the date of the petition last June, but they had not had these words engraved on their common seal, and they had delayed affixing their seal to a large number of conveyances and other documents of a permanent nature in order to prevent these words appearing on such documents, and they now asked that the Court would dispense with the further use of the words. The resolutions of the company were all in order, and this was accordingly the only point which arose on this petition to confirm the reduction of capital. Counsel contended that the use of these words "and reduced" had been dispensed with by the Court in particular instances before, and it had, in fact, become a usual practice to exempt certain documents from shewing this undesirable addition to the title of the company. Such a qualified dispensation had often been granted. For instance, it was not necessary now to use these words on billheads.

NEVILLE, J., confirmed the reduction of capital, and dispensed with the use of the words "and reduced" on the common seal of the company, but said that, with this exception, the words "and reduced" were still to be used by the company for another month from the date of the order.—COUNSEL, *Younger*, K.C., and *Hillyard*. SOLICITORS, *Rawle, Johnstone, & Co.*, for *Fullager, Hulton, Bailey, & Co.*, Bolton.

[Reported by L. M. MAY, Barrister-at-Law.]

STICKNEY *v.* **KEEBLE.** Joyce, J. 8th Nov.; 2nd Dec.

VENDOR AND PURCHASER—CONTRACT FOR SALE OF FARM—DELAY IN COMPLETION—NOTICE BY PURCHASER TO VENDOR TO COMPLETE—FORTNIGHT'S NOTICE AFTER PREVIOUS NOTICES—REASONABLE NOTICE—RESCISSION—RETURN OF DEPOSIT.

The defendants purchased a large estate for the purpose of reselling the same in lots, and on the 8th of June, 1911, before the completion of their purchase, entered into a contract with the plaintiff, who was a farmer purchasing for occupation, for the sale of a farm, the purchaser paying a deposit, and the 11th of October being fixed for completion. The abstract of title was delivered on the 31st of August, and this being incomplete, the purchaser asked for a supplemental abstract, and on the 14th of November wrote asking for completion within three weeks, to which the vendors were unable to agree, not having completed with their own vendor. On the 12th of December the purchaser gave the vendors notice that unless there was completion by the 1st of January, 1912, the contract would be concelled, and again on the 30th of January gave notice requiring completion by the 13th of February. The vendors failed to complete by that date, and contended that the delay was caused by circumstances connected with their own purchase, and offered to complete on the 23rd of February, on which day they had arranged for completion of sales of other parts of the estate. The purchaser refused to wait, and claimed to rescind the contract and the return of his deposit.

Held, that having regard to the circumstances of the case and the two previous notices, the notice of the 30th of January was a reasonable and sufficient notice, and that the plaintiff was entitled to rescind.

In April, 1911, Messrs. Keeble & Jellett contracted to purchase an estate from the owner, Major Ashe Windham, part of the estate being subject to a mortgage, and on the 8th of June, before completion of their contract, entered into a contract with Stickney for the sale of a portion of the estate, being part of the property comprised in the mortgage, a deposit of 10 per cent. of the purchase price being paid, completion being fixed for the 11th of October, and vacant possession on the 6th of April, 1912. Stickney was a farmer, purchasing for occupation, as the vendors were aware. The abstract of title was delivered on the 31st of August, and, this being incomplete, the purchaser's solicitors asked for a supplemental abstract, and also an early date for completion. Some time in October, by arrangement with the existing tenants, the purchaser ploughed certain parts of the purchased property. On the 14th of November the purchaser's solicitors wrote that, unless they received a supplemental abstract within seven days and completion within three weeks, the contract would be cancelled. The supplemental abstract was furnished on the 1st of December, and the draft conveyance settled on behalf of the purchasers sent to the vendors on the 6th of December. On the 12th of December the purchaser's solicitors wrote that, unless there was completion by the 12th of January, 1912, they must cancel the contract, it being important for the purchaser to be in a position to work the farm as and from the 1st of January. On the 30th of January the purchaser's solicitors again wrote that unless there was completion by the 13th of February the purchaser would repudiate the contract and claim the return of his deposit. On the 8th of February the vendors' solicitors sent the draft conveyance to the purchaser's solicitors, who returned the engrossment the same day. The vendors were not ready to complete by the 13th of February, their reasons for the delay throughout being that they were unable to complete with their own vendor and his mortgagees, and they further alleged that it would be impossible to get the conveyance executed by the necessary parties, some eight in number, between the 8th and 13th of February. The vendors thereupon informed the purchaser that they would complete on the 23rd of February, on which date they had arranged for completion of a number of sales of other parts of the estate. The purchaser declined to wait, and claimed the return of his deposit, which was refused. The vendors then resold the property to the original vendor, the sale being completed on the 23rd of February. The purchaser then commenced this action, claiming the return of his deposit, damages, and costs. The purchaser contended that the vendors had been guilty of unreasonable delay in refusing to complete, and that he was accordingly entitled to determine the contract (*Parkin* v. *Thorold*, 16 Beav. 59), that the notice of the 30th of January was reasonable (*Compton* v. *Bagley*, 1892, 1 Ch. 313, *Smith* v. *Batsford*, 76 L. T. 179), and that he was entitled to reclaim his deposit, and damages (*Jones* v. *Gardiner*, 1902, 1 Ch. 191). For the defendants it was contended that time not being of the essence of the contract originally, there had been no such delay as to entitle the plaintiff to make it so; that the notice was unreasonable, that the purchaser was not entitled to rescind the contract, and therefore the deposit was legally forfeited: *Wells* v. *Maxwell* (33 L. J., Ch. 44), *Green* v. *Sevin* (13 Ch. D., 589), and *Crawford* v. *Toogood* (13 Ch. D., 153).

JOYCE, J., in the course of a considered judgment, said: At the time of the signing of the contract the vendors were informed that the purchaser, who was under notice to leave his holding, required the land for occupation at Lady Day next. Completion was fixed for 11th of October, and by condition 15, if the purchaser should fail to complete the deposit was to be forfeited. The vendors were not in fact legal owners of the property, but had contracted to purchase it; they had taken no conveyance, and had not completed the investigation of title. The plaintiff was at all times a willing purchaser, and no delay could be imputed to him or to his solicitors. Notwithstanding that the 11th of October was fixed for completion, the abstract was not delivered until the 31st of August, and was then incomplete, shewing no title in the vendors. In October the plaintiff's solicitors wrote asking for an early date for completion, and again, on the 14th of November, asking for completion within three weeks. The reply was that the defendants could not complete with their vendor. On the 8th of December the defendants' solicitors wrote that as all the sub-sales must be completed on the same day it was impossible to name a day for completion, but that a fortnight's notice would be given. The plaintiff replied on the 12th of December that it was already two months after the date fixed

for completion, and that unless there was completion by the 12th of January, 1912, he would claim the return of his deposit. There was no assent on the part of the plaintiff to wait, and it would have been unreasonable to ask him to wait for all the other purchasers, and no such arrangement was alleged. To the letter of the 12th of December I can find no reply. On the 16th of January the plaintiff's solicitors wrote asking if there were any outstanding questions of title between the defendants and their vendor. On the 30th of January there was an important letter from the plaintiff's solicitors, stating that unless there was completion by the 13th of February the contract would be abandoned. The defendants, in answer to this, made no request for further time, but acquiesced in the notice. As far as I make out, at the date of this notice the plaintiff's draft conveyance had been approved by everybody except the solicitors to the mortgagee, and was sent on to them on that day. The draft had been approved by everybody else before that, and why the mortgagee's solicitors' approval had not been obtained long before I cannot understand. In my opinion the truth is that the defendants, not being in a position to complete with their vendor unless or until they got the money from the plaintiff and other purchasers, made no endeavour to get ready to complete. (His lordship then dealt with the evidence.) On the 14th of February the defendants' solicitors wrote threatening to issue a writ for specific performance, and on the 17th of February, notwithstanding that letter, and without notice to the plaintiff, resold the property to their original vendor, the purchase being completed on the 23rd of February. Thus only six days, including a Saturday and Sunday, being required to complete the purchase and get the conveyance completed by numerous parties. Why similar despatch was not used with regard to the plaintiff was not explained. The general law on the question is set out in Sugden on Vendors and Purchasers at p. 268: "Where time is not made of the essence of the contract by the contract itself, although a day for performance is named, of course neither party can strictly make it so after the contract; but if either party is guilty of delay, a distinct written notice by the other that he shall consider the contract at an end if it be not completed within a reasonable time to be named, would be treated in equity as binding on the party to whom it is given, but a reasonable time must be allowed." The question here is whether the notice of the 30th of January, having regard to all that had gone before and to the previous notices, was reasonable, and that is a question of fact. It is not alleged that the purchaser was obliged to wait for the other purchasers, for his purchase had nothing to do with their's. If the plaintiff was obliged to wait for the completion of the other purchases, this notice was not sufficient, but if he was not bound to wait, then the notice was sufficient and the result is that his action succeeds.—COUNSEL, for the plaintiff, *Astbury*, K.C., and *P. F. Wheeler*; for the defendants, *Hughes*, K.C., *Younger*, K.C., and *W. A. Sheldon*. SOLICITORS, *Steavenson & Couldwell*, for *Stickney & Barton*, Hull; *Walter Maskell & Nicbet*, for *Cranfield & Wheeler*, St. Ives, Hunts.

[Reported by R. C. CARRINGTON, Barrister-at-Law.]

Re **MITCHELL. TRUELOVE** *v.* **MITCHELL.** Parker, J. 11th Nov.; 4th Dec.

WILL—CONSTRUCTION—GIFT OF ALL DEBTS OWED BY BENEFICIARY TO TESTATOR AT HIS DEATH—TESTATOR GUARANTEED OVERDRAFT AT BANK OF BENEFICIARY—SUCH GUARANTEE NOT A DEBT.

A testator gave to his nephew "all debts owing to me from him up to the time of my decease." The testator, before his death, had deposited securities, and had given a guarantee to his nephew's bankers to secure his nephew's borrowings from the bankers up to £4,000.

Held, that the words "all debts" did not include the equitable right which the surety may have had at the death to be indemnified, and accordingly that the clause in the will did not extend to any moneys which the testator's estate might be called upon to pay to the bank under the guarantee.

This was a summons to construe the following clause in a will: "I bequeath to my nephew, J. J. J. Mitchell, £2,000, and I forgive the said J. J. J. Mitchell all debts owing to me from him up to the time of my decease, and all interest and arrears of interest thereon, and I bequeath to him the same, and all documents which I shall hold by way of security for the same, but upon condition that he shall not be entitled to receive or retain the amount that shall be due from me to him up to the date of my death, whether for goods sold or upon any other account." The facts were that, at the date of the will, which was made on the 16th of November, 1907, the testator held various promissory notes given to him by his nephew, J. J. J. Mitchell. Some of these notes were barred by the Statutes of Limitations, but one of them for £1,000 was not so barred. In 1904 J. J. J. Mitchell had borrowed money from his bank, and the testator had deposited with the bank certain securities of his own to secure this overdraft. The testator subsequently entered into a guarantee with the bank, guaranteeing to the bank all sums due by his nephew to the bank, provided that the testator's liability should not exceed £4,000. Later on, when additional security was placed by the testator with the bank to cover his liability, he gave a second guarantee in substantially the same terms. When the testator died on the 7th of July, 1911, there was money due from his nephew to the bank, and the testator's guarantee was still subsisting. The question raised by the summons was whether, upon the true construction of the will of the testator, this clause could be construed as a gift to his nephew of £4,000, to be employed in liquidating the debt due by the nephew to the bank.

PARKER, J., after stating the facts, said:—In my opinion, the words "all debts owing to me from him up to the time of my decease" do not include any equitable right which the surety may have had at the death to come into equity to obtain indemnity. Therefore I hold that the clause in the will does not extend to any moneys which the testator's estate might be called upon to pay to the bank under the guarantee.—COUNSEL, *W. Hunt; Romer*, K.C., and *Tomlin; Herbert Grant*, K.C., and *J. G. Wood*. SOLICITORS, *Muckrell & Ward*, for *Ernest Vinter*, Cambridge; *P. J. Rutland; F. J. Perks*, for *F. Bates*, Haverhill.

[Reported by L. M. MAY, Barrister-at-Law.]

Re **FINLAY. C. S. WILSON & CO.** *v.* **FINLAY.** Warrington, J. 17th and 18th Dec.

STOCKBROKER AND CLIENT—SPECULATIVE TRANSACTIONS—OPEN ACCOUNT—DEATH OF CLIENT—REALISATION OF SECURITIES—DUTY OF BROKER—TAKING OVER SHARES AT A VALUATION.

It is the right and duty of a stockbroker, on the death of a client with whom he has an account open, to close the account. The broker may realise the shares in any way which is not to the disadvantage of the client.

This was an adjourned summons, by which the defendant applied that the master's certificate might be varied, by disallowing a debt of £1,447 thereby certified to be due to the plaintiffs. The testator in 1911 was engaged in extensive speculative transactions in rubber and other shares, and had a large number of accounts open with the plaintiffs, who were stockbrokers, but not members of the Stock Exchange. Those transactions resulted eventually in an account for settling day, the 27th of October, 1911. For that day a large number of shares, for the purchase of which a contract had been entered into on the testator's behalf, were carried over by the brokers. The brokers also held shares of the testator's as security. The account for the 27th of October, 1911, showed a balance of £1,447 due to the brokers. There had been a running account between the testator and the brokers during the latter part of October. On the 20th of October the testator gave the brokers instructions to sell his shares, including any shares which they held as security. On the 25th of October the testator died. Before that date the brokers had sold a considerable portion of the shares on the market. It appeared from the evidence that had the brokers put on the market at that date all the shares of the testator which they held, there would have been danger of a slump. To avoid this possibility, the brokers themselves took over the shares at a valuation. The valuation was made by a member of the Stock Exchange. The brokers closed the account and credited their client with the value of the shares so ascertained.

WARRINGTON, J., said that, upon the death of the client, it became the right and the duty of the brokers to close the account, and also to minimise the loss to their client, and the amount of his indemnity to them, to the utmost possible extent. By acting as they had done the brokers had acted for the advantage of themselves and of their client. Upon the authority of *Walter* v. *King* (1897, 13 T. L. R. 270), *Erskine, Oxenford, & Co.* v. *Sachs* (1901, 2 K. B. 504), and *Macoun* v. *Erskine, Oxenford, & Co.* (1901, 2 K. B. 493), he held that they were entitled to ascertain the value of the shares in such a way as they thought to be for the best, provided that, in doing so, they did no harm to the client. They had done that which was incumbent upon them to do, and in closing the account they had credited the client with the proper amount by way of reduction of his liability to indemnify them in respect of the contracts into which they had entered on his behalf. The summons must be dismissed with costs.—COUNSEL, *Schaber* and *Simonds; Terrell*, K.C., and *Copping*. SOLICITORS, *St. Barbe, Sladen, & Wing; Woodhouse & Davidson*.

[Reported by J. B. C. TREGARTHEN, Barrister-at-Law.]

High Court—King's Bench Division.

WILES & CO. (LIM.) *v.* **OCEAN STEAMSHIP CO. (LIM.).** Bray, J. 13th Dec

SHIP—BILL OF LADING—STRIKES—CLAUSE EXEMPTING SHIPOWNERS FROM LIABILITY IN CERTAIN CIRCUMSTANCES.

A bill of lading provided, inter alia, *that if the master reasonably anticipated that delivery would be impeded at the port of delivery by strikes, he might at any point of the transit, at the risk and expense of the owners of the goods, transship or land or otherwise dispose of the cargo, or he might proceed on the voyage with the whole or part of the goods, and discharge the same on the return voyage, or forward them to their destination from another port, and if the discharge of the cargo was or threatened to be impeded by absence from whatever cause of facilities of discharge, he was to have liberty at ship's expense, but shipper's risk, to put the whole of the cargo into hulk, lighter, &c. Transhipment of cargo for ports where the ship did not call, or for shipowners' purposes, was to be at shipowners expense. The bill of lading also provided that goods over-carried should be returned at ship's expense. The plaintiffs' cargo was shipped under the bill of lading for London, but the vessel did not call there in consequence of a strike. She proceeded to Liverpool, where the cargo was transshipped and brought to London. In an action brought to recover the expenses of transshipment and dock dues.*

Held, on the true construction of the bill of lading, that the expenses in question were payable by the shipowners.

The plaintiffs' claim was for £30 paid by them under protest in discharge of certain transshipment expenses and dock dues under the following circumstances. A bill of lading provided that if the master reasonably anticipated that delivery would be impeded at the port of delivery by strikes, he might at any point of the transit, at the risk and expense of the owner of the goods, transship or land or otherwise dispose of the cargo or any part thereof, or reship and forward the same, or he might proceed on the voyage with the whole or part of the goods, and discharge the same on the return voyage, or forward them to their destination from another port, and if the discharge of the cargo was or threatened to be impeded by absence from whatever cause of facilities of discharge, he was to have liberty at ship's expense, but shippers' risk, to put the whole of the cargo into hulk, lighter, &c. Transshipment of cargo for ports where the ship did not call or for shipowners' purposes was to be at shipowners' expense. *The Anchises*, owned by the defendants, left Adelaide on the 10th of April, bound for London and Liverpool with a general cargo, including 2,794 sacks of flour belonging to plaintiffs for delivery in London. She arrived at Gravesend on 24th of May, at which date there was a strike throughout the Port of London which would or might have prevented the discharge of the cargo in London. The strike also would or might have prevented *The Anchises* from taking on board 100 tons of coal which was required for immediate consumption. There was no way of ascertaining how long the strike would last, and, in fact, it continued till the month of August. Under these circumstances *The Anchises* proceeded at once to the Hook of Holland, arriving there on the 25th of May, where she took a sufficient quantity of coal on board. The strike still continuing, she proceeded on the 26th of May to Liverpool, where she arrived on the 28th of May, and discharged her cargo, including plaintiffs' and other London cargo. All the owners of London cargo were offered delivery at Liverpool, but the plaintiffs declined to take delivery there, and their cargo was brought freight free to London in July, and delivered to them there. The expenses of transshipment and dock dues were paid by the defendants and by them charged to the plaintiffs. The plaintiffs paid £30 under protest, which they now sought to recover.

Bray, J., in the course of his judgment, said the question at issue turned upon the true construction of the bill of lading. His lordship referred to the material clauses of the bill of lading, and pointed out that there were two alternatives given to the master in the events provided for. He thought the master did reasonably anticipate that the delivery would be impeded at London by strikes, and his lordship did not think it mattered very much whether he formed that opinion at Gravesend or the Hook of Holland; he probably reasonably anticipated it at both those places, so that the fact provided for in the clause did arise. There were quite clearly two alternatives. One was during the transit to land the goods, transship and forward them, and the other was to go on with the voyage. He could discharge the goods and forward them. He could either discharge them on the return voyage, or forward them by some other route. Which of these alternatives did the master exercise? It seemed to him quite clear that he exercised the second option. The vessel abandoned going to London and proceeded on her voyage to Liverpool. His lordship therefore had to consider whether, if she did proceed on her return voyage, in that event those were expenses which would be payable by the owners of the goods. It was contended on behalf of the defendants that the words which undoubtedly applied to the first alternative, namely, "At any point of the transit . . . transship or put into lighter or land and warehouse or otherwise dispose of the cargo at the risk and expense of the owner of the goods," applied here. Reading the clause according to its grammatical meaning, it is quite plain that those words "at the risk and expense of the owner of the goods" apply only in the case of transit. It is not that the master may at the risk and expense of the owners of the goods at any point of the transit from so-and-so; it is that he may at any point of the transit at the risk and expense. It was contended on behalf of the defendants that although that might be its grammatical meaning, there was no real reason why the expense should be thrown in the one case upon the owner of the goods, and in the other case upon the shipowner. He did not think that was sufficient reason of itself, and when he looked further he found that the case of goods being over-carried was provided for by the words "Goods over-carried to be returned at ship's expense, but free of any liability for any loss, depreciation, or damages." Therefore, if he had any doubt about the construction of the clause before, when he read those words it seemed to him fairly plain. Then there are the further words "Transshipment of cargo for ports where the ship does not call or for shipowners' business to be at shipowners' expense." Taking all these matters into consideration, it seemed to him fairly clear that the event was provided for by the second alternative in the clause, and that did not provide for the owners of the goods paying the expense of transshipment. The result was that there would be judgment for the plaintiffs.—Counsel, *Leck*, K.C., and *Raeburn; Maurice Hill*, K.C., and *Macardie*. Solicitors, *Lawless & Co.; Field, Roscoe, & Co.*

[Reported by Leonard C. Thomas, Barrister-at-Law.]

At a conference at Doncaster, on the 9th inst., it was decided to recommend the town planning of the whole of Doncaster Union. The area will be divided into four or five parts, and will include Doncaster and a wide radius around. The work is to be pushed forward at once.

Societies.

The General Council of the Bar.

The annual election of members to fill the vacancies upon the Council will be held in the week ending the 8th of February, 1913.

Twenty-four candidates must be elected, of whom, in accordance with the regulations, one must be of the Inner Bar, eleven must be of the Outer Bar, and three must be of less than ten years' standing at the Bar.

Candidates for election must be proposed in writing, and the proposal form, signed by at least ten barristers, must be sent to the secretary at the offices of the Council, at 2, Hare-court, Temple, on or before Friday, the 24th of January, 1913.

Proposal forms may be obtained from the secretary.

Every barrister is entitled to vote at the election, and voting papers with instructions to voters will be sent to every barrister whose professional address within the United Kingdom is given in the *Law List*.

The Law Society.

A special general meeting of the members of the society will be held in the hall of the society on Friday, the 24th January, at 2 o'clock.

Mr. F. Brinsley Harper will move:—"That the Council consider and report as to the desirability of taking steps to alter the necessity of paying junior counsel a fixed proportion of the fees paid to leading counsel."

Mr. J. S. Rubinstein will move:—"1. That this meeting recommends the Council to consider the expediency of making a contribution towards the expenses incurred by the provincial law societies at our annual provincial meetings in entertaining our members." "2. That with the view to increasing the interest in and utility of the provincial meetings, the Council are recommended to take into consideration the question whether the present procedure in relation to the business brought before those meetings should not be revised so as to afford increased opportunities for the consideration of questions of professional interest. In this connection to consider whether or not it is desirable to (*a*) send in advance to the members attending a provincial meeting copies of all papers (other than the President's address) prepared for such meeting, (*b*) provide that the course of business at provincial meetings shall be as follows: (i.) The President to deliver his address. (ii.) The matters dealt with in the address to be open to discussion. (iii.) The consideration of motions brought forward on notice by readers of papers on matters dealt with by them. (iv.) The consideration of other motions brought forward on notice by members."

Mr. Charles Ford will ask the President: "1. Whether the Council have expressed to the Government the satisfaction of the profession at the recent additions to the Bench of the High Court. 2. Whether the Council consider there is need for the appointment of yet another King's Bench Judge to cope with the arrears of business in those Courts. 3. Whether the Council regard the constitution of the recently appointed Royal Commission as satisfactory."

United Law Society.

A meeting of the above society was held on Monday, 13th January, at 3, King's Bench Walk, Temple, E.C. Mr. Guy Lailey moved: "That where boys are employed in blind alley occupations it should be obligatory for their employers to have them instructed in some skilled trade." Mr. T. A. Pace opposed. The following gentlemen also spoke: Mr. G. W. Blackwell, Mr. S. Griffith Jones, Mr. C. A. Buckmaster, Mr. A. T. Settle, Mr. R. W. Turnbull, Mr. A. Michelson, Mr. T. Hynes. The motion was carried by one vote.

Opening of the New Courts.

When the President, Sir Samuel Evans, and Mr. Justice Bargrave Deane, says the *Times*, took their seats for the first time in the new Admiralty Court on Monday, the 13th inst., the President said:—

Mr. Aspinall and Mr. Barnard, my brother Judge and I are desirous of welcoming the Bar from the old precincts into the new home which has been found for us at these Courts. The old Courts have been occupied now for 30 years, and during that time there have been only five Presidents and Judges, excluding the present occupants of the Bench, and of those five two are fortunately and happily still living.

The relationship between the Bench and the Bar during those 30 years has been one of concord, amity, and mutual understanding, which has enabled the work to be done much more efficiently than it could have been done in other circumstances. During those 30 years the very high traditions of the Bench, the Bar, and the profession were maintained, and I sincerely hope and believe they will be preserved during our occupancy of these new Courts. I also fully believe that the good feeling which has existed between the Bench, Bar, and profession will not be left behind in the old Courts, but will accompany us and remain with us while we are here. By that means we will do our best with diligence and with the desire to do justice to carry on the work of the Courts in such a way as to deserve the confidence and the approval of the practitioners, the parties, and the community at large.

I wish to add this. I am very pleased to be able to say that arrangements have been made by which there will be a room available in this new building for the Bar who practise in these two Courts. I desire

that two of the King's Counsel who practise in the Admiralty Court with two of the King's Counsel who practise in the Divorce Court should see the superintendent of the building as early as they conveniently can and make the final arrangements for that room to be used in a way which will be most convenient to them.

Mr. Butler Aspinall: On behalf of the Bar, I wish to offer our congratulations to your Lordships on the acquisition of these two new fine Courts. In leaving our own Courts we are parting with old ties and old associations, but I feel certain that in our new home there will be a continuance of those friendly relations that have always existed in this Division between the Bench and the Bar.

The Law of Manslaughter.

In the course of the trial at the Central Criminal Court, on 11th inst., before Mr. Justice Darling, of Annie Poke Gross, a coloured woman, on an indictment and coroner's inquisition charging her with the murder of Jessie Mackintosh, otherwise Jessie Tricks, it appeared that the prisoner, under severe provocation, fired at her husband, and hit and killed Jessie Mackintosh, with whom her husband was living. Mr. J. D. Cassels, who defended, submitted that if the prisoner, having received the provocation of blows from her husband, had shot him, that would have been manslaughter only, and consequently if, whilst she was in the act of using the revolver in such circumstances, she accidentally killed the woman, that would also be only manslaughter. The point, it was stated, was a novel one.

Mr. JUSTICE DARLING, says the *Times*, said: I am of opinion that Mr. Cassels' legal contention is right. If a person feloniously fires at another in such circumstances as would make the killing of that other person murder, but by accident hits and kills a third person whom he never intended to kill at all, that is murder. That has been laid down over and over again; there is plenty of authority for it. It seems to me that, by parity of reasoning, if the firing at the person intended to be hit would be manslaughter, then, if the bullet strikes a third person who is not intended to be hit, the killing of that person equally would be manslaughter, and not murder. The reason of its being possible that the killing of Jessie Mackintosh may mean something less than murder is this. If the husband had been killed owing to the provocation which it is said was given by blows, I should have to tell the jury that, if they believe that the effect of those blows being given, and the provocation following upon them, was such as for the time to upset the ordinary balance of the prisoner's mind, the law has long allowed that such provocation as that may reduce the crime from murder to manslaughter, and therefore, the provocation operating on the mind of the prisoner reducing the killing to manslaughter, it would equally be manslaughter whether the person who gave the provocation was killed or whether some other person was killed. The reason of the distinction is that the ordinary balance of mind of the prisoner was so upset that (as has often been said) the law, in leniency and in mercy, does not hold the person to the full consequences of the act which he or she in such circumstances commits. Therefore I shall tell the jury that, if they believe her story as to the blows, and find that they were given by Henry Gross in such circumstances as would have reduced the crime to manslaughter had he been killed, the crime would equally be manslaughter, not murder, though it was not the man who was killed, but the woman who was hit by accident, according to the story. It is for the jury to judge whether it was accidental in that sense.

In summing up, Mr. JUSTICE DARLING said a more pitiful story had never been heard than that told by the prisoner.

The jury found the prisoner not guilty of murder, but guilty of manslaughter. The prisoner was sentenced to five years' penal servitude.

When the Lord Mayor took his seat at the Mansion House on Friday, the 10th inst., the chief clerk informed him that there was neither charge nor summons for hearing, and that he was entitled to a pair of white kid gloves. The Lord Mayor remarked that though he had been a magistrate nearly eleven years that was the first time he had presided at a maiden sitting.

Law Students' Journal.

The Law Society.

Under the auspices of the Legal Education Committee, a Legal Moot was held by the society's students at the society's hall, on Thursday afternoon of last week. Mr. Justice Bailhache presided; Mr. W. J. Humfrys (ex-president) and Mr. W. A. Sharpe represented the Council; Mr. Vere Bass (member of the Legal Education Committee), the Principal, and several members of the teaching staff, and Mr. E. R. Cook (assistant secretary) were also present. About thirty students attended. The moot for discussion was as follows:—*Pepper* v. *Williams.*—Williams, an undergraduate, aged 20, injures Colonel Pepper by negligent driving. A correspondence ensues, and, ultimately, Colonel Pepper accepts from Williams (whom he does not know to be an infant) a promissory note for £50 "in settlement of his claim." Colonel Pepper endorses the note to Douglas, a holder in due course, who, on its maturity, duly presents it for payment to Williams. Williams dishonours the note; and it is then presented by Douglas to Colonel Pepper, who, after notice to Williams, pays it. The Colonel now sues Williams, framing his action alternatively:—(a) on the original claim in tort, (b) for money paid to the defendant's use, (c) on the note.

Mr. William Roscoe and Mr. Stanford Harrison argued for the plaintiff, and Mr. R. Whitty and Mr. H. J. Howland for the defendant. At the close of the discussion, Mr. Justice Bailhache commented on the arguments, and the principles involved in the case, and expressed generally his *primâ facie* opinion on the questions involved. The summing up and the arguments were keenly followed by the audience and, at the close, a hearty vote of thanks to the Judge for presiding was moved by Mr. Sharpe on behalf of the Council, seconded by the Principal on behalf of the teaching staff and students, and carried by acclamation. Mr. Justice Bailhache briefly acknowledged the compliment.

Legal News.

Appointments.

Mr. WILLIAM BAGSHAW, town clerk of Keighley, Yorkshire, has been appointed town clerk of Lincoln, in succession to the late Mr. W. T. Page. Mr. Bagshaw was admitted in 1896.

Mr. WILLIAM RAMSDEN, solicitor, Huddersfield, has been appointed by the Board of Trade to be chairman of the Court of Referees for the districts of Huddersfield and Halifax under Part II. of the National Insurance Act relating to unemployment. Mr. Ramsden was admitted in 1876, and is the senior partner in the firm of Ramsden, Sykes, & Ramsden, solicitors, Huddersfield. He is a justice of the peace for the county borough of Huddersfield, and a past president and governor of the Huddersfield Law Society.

Mr. GILBERT H. WHITE, solicitor, of Guildford, has been appointed by the Surrey County Council coroner of the Guildford district of Surrey, in succession to the late Mr. G. F. Roumieu. Mr. White, who was admitted in 1885, has been for eleven years deputy coroner for the district.

Changes in Partnerships, &c.

Dissolutions.

DURRANT HENRY COOPER and GODFREY JOHN TILLEARD FREEMAN, solicitors (Durrant Cooper & Freeman), Bank Chambers, 70-71, Gracechurch-street, London. Dec. 31.

ARTHUR SADLER LEIGHTON and BERNARD PRETTY, solicitors (Leighton & Pretty), Ipswich, Suffolk. Dec. 10.

WILLIAM PARKER and REGINALD OLLIVANT GOOLDEN, solicitors (Parker, Ayre, Goolden & Milne), solicitors, 5, Norfolk-street, Manchester. Dec. 31. The said William Parker will continue to carry on the business under the style of Parker, Ayre & Milne at the above address; Mr. Goolden will practise at Meredith's-buildings, 49, King-street, Manchester.

ARTHUR CHARLES MEAD, FRANCIS BEAUMONT MOYLE, and LIONEL MONK SMITH, solicitors (Whitehouse, Etherington, & Co.), 43, Bedford-row, London. Dec. 31. So far as concerns the said Lionel Monk Smith, who retires from the said firm. [*Gazette*, Jan. 10.

GEORGE HENRY MILNER-PUGH and THOMAS ALEXANDER GROSE, solicitors (Milner-Pugh & Grose), Sevenoaks, in the county of Kent. Jan. 6. The said Thomas Alexander Grose will carry on the said business for the future under his own name. [*Gazette*, Jan. 14.

General.

Sir Ford North was eighty-three on Friday, the 10th inst.

The biography of the late Lord James of Hereford is to be written by Mr. Alfred Lyttelton.

In the House of Commons, on the 13th inst., Mr. Bowerman asked the President of the Board of Trade when the Official Receiver would be in a position to make a further distribution of assets to depositors in the Birkbeck Bank. Mr. Buxton: A further distribution of 2s. 8d. in the pound, making, with previous distributions, a total of 16s. in the pound, will be made by the Official Receiver to depositors in the Birkbeck Bank on 2nd April next.

It is hoped, says the *Times*, that by agreement the scandal of "blocking motions" in the Commons will be removed by the acceptance of the new Standing Order which has been put down by Mr. Morrell, Mr. R. Harcourt, Mr. Worthington Evans, Lord R. Cecil, and Mr. F. Whyte, in these terms: "In determining whether a discussion is out of order on the ground of anticipation, regard shall be had by Mr. Speaker to the probability of the matter anticipated being brought before the House within a reasonable time." This follows the recommendation of the Select Committee on Procedure (anticipatory motions) which reported in 1907, and of which Mr. Asquith was chairman.

Before Judge Lumley Smith, on the 15th inst., the trial was continued of George Bertie Drawmer, clerk, and Frederick Thomas Kay, thirty-six, solicitor's clerk, upon the indictment charging them with conspiring to pervert and defeat the due course of law and justice and wrongfully obtain a judgment in an action in the High Court. The jury found both prisoners guilty, and recommended Drawmer to mercy on the ground that he had acted under the influence of Kay. Judge Lumley Smith said Kay had supported a sham action by perjury and forgery, and he sentenced him to twelve months' imprisonment in the second division. Drawmer was sentenced to one month's imprisonment in the second division.

The committee of inquiry into the jury system, presided over by Lord Mersey, will, says the *Times*, meet next week to consider their report. If the present mood amongst the members of the committee continues, it will be impossible to secure a unanimous report, although all, it is understood, are agreed that there should be payment of jurors. Among the points for consideration are the questions of qualification of juries, of the retention of the special jury, and of who is to form the jury list. The real dispute will occur with regard to the qualification of jurors, for a minority of the members of the committee are at present in favour of the reduction or abolition of the rateable qualification in the case of special and common jurors. Evidence, it is believed, was given by the trade unions in favour of the abolition of the rateable qualification. The committee was appointed by the Home Secretary in December, 1911.

Among the recommendations of the Divorce Commission, says the *Globe*, which created a good deal of astonishment, was a proposal for the abolition of trial by jury in divorce cases. The fact that only thirty-two divorce suits are to be tried by juries during the present term, while the total number of matrimonial cases is 378, has been treated as a proof that very little value is attached to trial by jury in the Divorce Court. If, as the late Lord Coleridge was fond of saying, "things are what they are," they often are not what they seem. More than two-thirds of the 378 suits are undefended, in which, of course, the services of jurors are not required. The number of defended cases is not more than eighty-four, and the proportion to be tried by juries is hardly less than two-fifths. This does not look as if trial by jury were treated as of no account in the Divorce Court. It will be interesting to see whether Lord Mersey, the chairman of the Jury Commission, who is now engaged in completing the draft of his report, will make the Divorce Court, where he used to preside, the subject of any special recommendation.

In the House of Commons, on the 13th inst., Sir J. D. Rees asked the Prime Minister if he would state what steps were to be taken to reconstitute the Judicial Committee of the Privy Council and to provide salaries for members thereof, in view of the additional duties to be cast on that body under the Government of Ireland and Established Church (Wales) Bills, should those measures become law. The Chancellor of the Exchequer, who replied, said: The Government are considering the matter raised by the hon. member's question. I may remind him that by the Appellate Jurisdiction Bill now before this House it is proposed to appoint two additional Lords of Appeal in Ordinary. If appointed they would add to the number of judges available for sittings in the Judicial Committee of the Privy Council.

When Mr. Justice Lush took his seat on Monday for the trial of short causes, Mr. Rose Innes, K.C., asked to be allowed, on behalf of the members of the bar who were present, to say how glad they were that he (the learned Judge) was restored to health. Members of the bar had heard with sorrow of the great suffering through which he had gone since he had last been in court, and they felt sure that his distress must have been the greater because he had been kept so long from his official duties. They trusted that the blessing of good health might be long enjoyed by the learned Judge, who had the esteem and the affectionate regard of the bar. Mr. Justice Lush: I am very grateful to you for your kind words. I need not say how I regret my prolonged absence from duty, which was occasioned by a wearying and trying illness. My pleasure in being able to return has been increased by such great kindness from my old friends at the bar.

Mr. Justice Bray, says the *Times*, arrived at Devizes on Saturday, the 11th inst., to open the Wilts Assize, and the business of the court began on Monday. There were only six prisoners for trial and no civil causes to be heard, though some had been entered. In charging the grand jury the judge said it was anticipated that there would be a good deal of civil business, and in consequence they gave an extra day to this Assize. But somehow or other the cases expected to come on were either settled or dealt with in some other way. This gave a little colour to the suggestions of those who wanted the circuit system reformed. However, there would be no waste of time here. Fortunately Devizes was not a long distance from London, and if he finished that day, as possibly he should, he should go up on Tuesday and sit in London on Tuesday, Wednesday and Thursday, when he went to Dorchester; and as he sat on Saturday he did not think anyone could complain that time was wasted in this case.

Writing to the *Times* of the 3rd inst., on the subject of "Poor Men's Lawyers," Mr. Alfred Sykes, of Huddersfield, says:—Although never strictly a poor man's lawyer, I have had much to do with advising the poor. In your leader of to-day you have put your finger upon a weakness the remedying of which would do an amount of good no man can measure. Public charity has provided hospitals, infirmaries, and dispensaries for the relief of physical affliction. In most towns where there are lawyers there is a local Law Society. If panels were made, and could be relied upon, the poor might go to the society's rooms and have free consultations with the very best of lawyers, who would honourably observe the rules and the etiquette laid down by the Law Society. These lawyers would say (as you say in your leader) that "not a few of the grievances of the poor who would go to law are imaginary or exaggerated." It has been my good fortune to keep hundreds of these people out of litigation. But any good I do in this respect is infinitesimal compared with that which might be done by every local Law Society, to the infinite relief of right worthy people who know not how to seek advice, and who might thus be saved from the misfortunes which sometimes follow from falling into the hands of so-called "legal aid societies." In my native town of Huddersfield advice is thus given by the local lawyers through the agency of the "Guild of Help" and with the sanction of the Law Society. It is much appreciated.

In the House of Commons, on the 13th inst., Mr. Astor asked the Secretary of State for the Home Department whether the convict John Williams, who was sentenced to death at Lewes Assizes on the 17th of December, applied in writing to the Home Office for permission to marry Florence Seymour in order that the child whose birth she was expecting should be born legitimately; whether his application was refused without any reason being given; whether Florence Seymour gave birth to a child, of which the prisoner acknowledged himself the father, on the 29th of December; and, if so, whether he would state the grounds for his decision in this case. Mr. McKenna: The application of the prisoner was made verbally through the Governor, not in writing. Applications by prisoners to marry while in prison have not infrequently been made, and on grounds similar to those advanced by Williams, but they appear from the records of the Home Office to have been invariably refused. There were special circumstances in this case against my setting aside this unbroken rule. An appeal was then pending, and marriage would probably have had the legal effect of preventing the woman, who was a principal witness for the prosecution, from being called to give evidence if so required by the Court of Appeal. Moreover, it must be remembered that in all capital cases after conviction and before execution the question of the exercise of the prerogative of mercy has to be considered. It is impossible for me to know, and I cannot discuss, the motives which prompted the request for leave to marry, but the effect of such a marriage would have been to introduce into the case an element which was likely to excite strong expressions of sentiment, but which had no true bearing on the prisoner's guilt and culpability. In these circumstances I was satisfied that it would not be in the public interest that the marriage should be allowed to take place.

In the House of Commons, on the 9th inst., Sir W. Byles asked the Secretary of State for the Home Department whether the number of imprisonments for debt through the Birmingham County Court had fallen from 709 in the year 1907 to forty in the year 1912; whether this decline was coincident with the tenure of a new judge; whether other county court judges were pursuing a similar policy; and whether there was any attempt on the part of the Home Office or the Lord Chancellor to check the punishment of debtors by imprisonment, or to secure a measure of equality in their treatment as between one county court and another. Mr. McKenna: I have not yet received the returns of committals from Birmingham for 1912, but between 1907 and 1911 the number fell from 709 to 136, and I have no doubt the figure given by my hon. friend for 1912 is correct. During the same years the total for all county courts fell from 9,235 to 7,692. There thus appears to be a general tendency among county court judges to have less frequent resort than was formerly the case to this mode of enforcing the payment of judgment debts; and the evidence given before the Select Committee in 1909, particularly that of Judge O'Connor, shews how much can be done in the matter by the action of the judge. Neither the Lord Chancellor nor I have any authority to interfere with the discretion of the courts in this matter; but, as I have already stated, I am anxious to propose legislation to amend the law of imprisonment for debt at the earliest opportunity.

Court Papers.

Supreme Court of Judicature.

Rota of Registrars in Attendance on

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.
Monday Jan. 20	Mr Synge	Mr Goldschmidt	Mr Church	Mr Bloxam
Tuesday 21	Church	Borrer	Farmer	Jolly
Wednesday ... 22	Farmer	Leach	Goldschmidt	Synge
Thursday 23	Bloxam	Church	Leach	Farmer
Friday 24	Greswell	Synge	Borrer	Church
Saturday 25	Jolly	Farmer	Greswell	Goldschmid

Date.	Mr. Justice Warrington.	Mr. Justice Neville.	Mr. Justice Parker.	Mr. Justice Eve.
Monday Jan. 20	Mr Farmer	Mr Jolly	Mr Borrer	Mr Leach
Tuesday 21	Synge	Greswell	Leach	Goldschmidt
Wednesday ... 22	Bloxam	Borrer	Greswell	Church
Thursday 23	Goldschmidt	Synge	Jolly	Greswell
Friday 24	Leach	Farmer	Bloxam	Jolly
Saturday 25	Church	Bloxam	Synge	Borrer

The Property Mart.

Forthcoming Auction Sales.

Jan. 23.—Messrs. George Head & Co, at the Mart, at 2: Freehold Premises (see advertisement, back page, this week).

Jan. 23.—Messrs. H. E. Foster & Cranfield, at the Mart, at 2: Reversions and Policies (see advertisement, back page, this week).

Jan. 29.—Messrs. Douglas Young & Co, at the Mart, at 2: Freehold Ground Rents (see advertisement, page iii, Jan. 11).

Winding-up Notices.

London Gazette.—Friday, Jan. 10.

JOINT STOCK COMPANIES.

Limited in Chancery.

A. E. Kitsell & Co, Ltd. (In Voluntary Liquidation).—Creditors are required, on or before Feb 10, to send in their names and addresses, with particulars of their debts or claims, to J. G. Godwin, 195, Strand, liquidator.

Bowen & Partners, Ltd.—Creditors are required, on or before Mar 10, to send their names and addresses, and the particulars of their debts or claims, to George A. Penn, 50 and 50A, College st, Chelsea. Munns & Longden, Frederick's pl, Old Jewry, solors to the liquidator.

C. H. Stanbury, Ltd.—Petn for winding up, presented Nov 28, directed to be heard at Plymouth, on Feb 11. Henry Campion, 8, Bedford circus, Exeter, solor for the petnr. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of Feb 10

Casino de Paris, Ltd. (In Voluntary Liquidation).—Creditors are required, on or before Jan 31, to send in their names and addresses, and particulars of their debts and claims, to Arthur C. Roberts, 2,& 10, Pancras in, Queen st

Citizens, Ltd.—Petn for winding up, presented Jan 6, directed to be heard at the Court House, Quay st, Deansgate, Manchester, Jan 29 at 10.15. Chas. R. Hardman, 10, St. James's sq, Manchester, solor for the petnrs. Notice of appearing must reach the above named not later than six o'clock in the afternoon of Jan 28.

Gem Electric Theatres (Mc) Ltd.—Petn for winding-up, presented Dec 23, directed to be heard at the Court House, Quay st, Deansgate, Manchester, Jan 20 at 10.15. Fraser Sutton, 4, Piccadilly, Manchester, petnr's solor. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Jan 18.

Greenbridge Mill, Ltd.—Petn for winding-up, presented Dec 13, directed to be heard Jan 20, at 10. Hall & Co, Northern Assurance Buildings, Albert sq, Manchester, solors for the petnrs. Notice of appearing must reach the above named not later than six o'clock in the afternoon of Jan 18.

Home Defence League, Ltd.—Creditors are required, on or before Jan. 30, to send their names and addresses and the particulars of their debts or claims to Harry Sterratt Seddon, 22 Booth st, Manchester, liquidator.

London Merchants, Ltd (In Voluntary Liquidation).—Creditors are required, on or before Mar 1, to send in their names and addresses, and particulars of their debts or claims, to Charles Edward Fletcher, 14, George st, Mansion House, liquidator.

M. Klinger, Ltd.—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to Harold Arthur Cooper, 14 George st, Mansion House, liquidator.

Macaura Pulsocon, Ltd. (In Voluntary Liquidation).—Creditors are required, on or before Feb 15, to send in their names and addresses, and the particulars of their debts or claims, to G. W. T. Burr, 6A, Devonshire sq, liquidator.

Passmond's Brickworks, Ltd. (In Voluntary Liquidation).—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to Thomas Elvyn Kershaw, 3, King st, Rochdale, liquidator.

Tarflux Roads, Ltd.—Creditors are requested to send in their names and addresses, and particulars of their debts or claims, to F. G. Summers, 112, Gresham House, Old Broad st, liquidator

London Gazette—Tuesday Jan. 14.

JOINT STOCK COMPANIES.

Limited in Chancery.

Derby Kilburn Colliery Co, Ltd.—Petn for winding-up presented Jan 9, directed to be heard on Jan 28. Keen, Rogers & Co, 59, Carter la. solors for the petnrs. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Jan 27.

H. Ward & Co, Ltd.—Petn for winding up, presented Jan 9, directed to be heard on Jan 28. Robert Carter, 62, Cheapside; agent for W. D. Peskett, Brighton, solor for the Petnrs. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Jan 27.

Latimers, Ltd.—Petn for winding up, presented Jan 10, directed to be heard Jan 28 Pettiver & Pearkes, College hill, solors for the petnr Notice of appearing must be served not later than six o'clock in the afternoon of Jan 27.

Mayaro Syndicate, Ltd.—Creditors are required to send their names and addresses, and the particulars of their debts or claims, to John R. Marsa, 36, New Broad st, liquidator.

Maikop Mutual Oil Transport Co, Ltd (In Voluntary Liquidation)—Creditors are required, on or before Feb 20, to send their names and addresses, and the particulars of their debts or claims, to David Anderson, 1, London Wall bldgs Speyer & Sons, Austin friars house, Austin friars, solors to the liquidator.

New Superheater Co, Ltd.—Creditors are required, on or before Feb 25, to send their names and addresses, and the particulars of their debts or claims, to S. G. Bruff, 155, Salisbury house, London Wall, liquidator.

P. Connolly & Son, Ltd.—Petn for winding up directed to be heard Jan 13 was adjourned and will be heard Jan 24, at 10 at the Court House, Government buildings, Victoria st, Liverpool. Evans & Co, 6, Commerce chmbrs, 15, Lord st, Liverpool; agents for Hatchett-Jones, Co, 48, Mark la, solors for the petnrs. Notice of appearing must reach Messrs. Evans & Co not later than six o'clock in the afternoon of Jan 23

Popular Tailors, Ltd.—Petn for winding up presented Jan 10, directed to be heard Jan 28. Oppenheimer & Co, Copthall av, solors for the petnr. Notice of appearing must reach the above named not later than six o'clock in the afternoon of Jan 27.

VON T LEER MUSIC CO, LTD.—Creditors are required, on or before Feb 16, to send their names and addresses, and the particulars of their debts or claims, to Albert Henry Partridge, 2, Gresham bldgs, liquidator.

W. W. HILL & SON (SALFORD), LTD.—Creditors are required, on or before Feb 11, to send their names and addresses, and the particulars of their debts or claims to George Edward Haworth, 4, Clarence st, Manchester. O. Collier Littler, Manchester, solor for the liquidator.

WEY AND GENERAL PROPERTIES, LTD.—Petn for winding-up, presented Jan 9, directed to be heard Jan 28. Laytons, 28, Budge row, solors for the petnrs. Notice of appearing must reach the above named not later than six o'clock in the afternoon of Jan 27.

Resolutions for Winding-up Voluntarily.

London Gazette—FRIDAY, Jan. 10.

PORTSMOUTH TOILET CLUB LTD.
ENGLISH EXPLORATION CO, LTD.
COTTON SEED CO, LTD.
ECCLESALL CLUB CO, LTD.
HINGHAM GAS CO, LTD.
AUSTRALIAN MIDAS GOLD ESTATES LTD. (Reconstruction.)
TRANSMISSION LONDON LTD.
CENTRAL URUGUAY NORTHERN EXTENSION RAILWAY CO, LTD.
FREEHOLD LAND AND BUILDING CORPORATION LTD.
WILSON HANGER CO, LTD.
NORTH AND SOUTH WALES NEWSPAPER CO, LTD.
PALATINE ARTIFICIAL SILK YARN CO, LTD.
DICKIN AND LOUND LTD.
SHIP "G. W. WOLFF" CO, LTD.
AUSTRALIAN SHARE TRUST, LTD.
LONDON MERCHANTS LTD.
COURRIER DE LONDRES, LTD.
EMSWORTH POULTRY FARM CO, LTD.
MUNGA SYNDICATE, LTD.
MACAURA PULSOCON, LTD.
PEEL'S RHODESIAN SYNDICATE, LTD.
NICKEL MINES AND SMELTING CO, LTD.
IRWIN STEAMSHIP CO, LTD.

London Gazette.—TUESDAY, Jan 14.

FURNIVALS, LTD.
EUREKA ANTI-FOULING COMPOSITION CO, LTD.
RUBBER AND OIL CONSOLIDATED INVESTMENTS, LTD.
CATHAGO EXPLORATION SYNDICATE, LTD.
B. R. WHEATLEY, LTD.
RESIDENCES, LTD.
EAST POOL AND AGAR UNITED MINES (Reconstruction.)
ANGLO-AMERICAN AGENCY CO, LTD.
CHECKOGRAM (1908), LTD.
MAYARO SYNDICATE, LTD.
SHIP "CRICCIETH CASTLE" CO, LTD.
NEW SUPERHEATER CO, LTD.
MAISON LUCIE, LTD
HARMONY DEVELOPMENT AND FINANCE CO. LTD.
WESTON SUPER MARE LAND CO, LTD.
CANADIAN TIMES PUBLISHING CO, LTD.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Jan. 14.

BURRY, EDMUND BEZANT, High Holborn, Restaurant Keeper Feb 5 Ray v Mountain Neville, J Howard, Gray's inn sq
GEORGE, JOHN, Tregaron, Cardigan, Hosier Feb 20 Evans v George and Nightingale, Warrington and Parker, JJ Watkins, Magistrates' Clerk's Office, Lampeter
NIXON, ANDREW JAMES, Burton on Trent Feb 19 Parker v Nixon and Others, Neville, J Taylor, Burton on Trent

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Jan. 10.

ALDERSON, EDWARD MOTT, Ipswich Feb 5 Partridge & Wilson, Bury St Edmunds
ARMSTRONG, GEORGE BOOTH, Sale, Chester March 1 Milne & Co, Manchester
ASHDOWN, EDWIN, Henry's rd, Hampstead Feb 10 Crump & Son, Leadenhall st
BAGNALL, OAKELEY, Rev WILLIAM, Tredegar, Monmouth Feb 28 Church & Co, Bedford row
BAKER, EMMA, Furlong rd, Highbury Feb 22 Vincent & Vincent, Budge row
BAKER, REBECCA, Furlong rd, Highbury Feb 22 Vincent & Vincent, Budge row
BALDWIN, GODFREY WILLIAM AINSWORTH, Lidgate, Suffolk Feb 10 Archer & Archer, Ely, Cambridge
BARR, ALFRED THOMAS, Northampton Feb 8 Hanbury & Co, New Broad st
BAXTER, CLARE ANNIE, Hutton Park, nr Brentwood, Essex Feb 13 Adkin & Son, Dowgate hill
BAYLISS, CHARLES, Manchester Feb 21 Tatham & Co, Manchester
BEARDSHAW, MARY HANNAH, Sheffield Feb 25 Bramley & Son, Sheffield
BELL, JAMES, Crosby Ravensworth, Westmorland Jan 20 Little & Lamonby, Penrith
BERRY, VALENTINE ISAAC, Allington Manor, nr Devizes, Wilts, Farmer Feb 3 Norris & Hancock, Devizes
BLANCKENSEER, JULIUS, Ely pl Feb 12 Grunebaum, Ely pl
BRISCOE, MARY, Weston super Mare Feb 22 Barry & Harris, Bristol
CARTLIDGE, ELIZABETH, Chesterfield, Derby Mar 1 Stanton & Walker, Chesterfield
CHRISTIE, ALBERT, Mark la Feb 12 Rogers & Co, Victoria st, Westminster
COX, MARY EMMA, Folkestone Feb 28 Sharr & Co, Laurence Pountney hill
CROSS, JOSEPH, Filling, Lancs Feb 10 Norton & Co, Liverpool
DAVIS, JOSEPH GEORGE, Leytonstone, Essex, Off Licence Holder Feb 10 Attwater & Lieli, Bishopsgate
DICKINS, HENRY FRANCIS, VD, Eton av, South Hampstead Feb 18 Summerhays & Son, Eastcheap bldgs
DIXON, ISABELLA, Lytham, Lancs Feb 8 Cockshutt, Preston
EDWARDS, GEORGINA HARRIETT BOWERS, Chipperfield, Herts Jan 31 Hodding & Clark, St Albans, Herts
FENN, ROBERT, Blofield, Norfolk, Farmer Feb 8 Burton & Son, Great Yarmouth
GRAVES, Lieut Col, FRANCIS LOWRY, Folkestone Feb 28 Atkinson & Stainer, Folkestone
GRAY, WILLIAM OLIVER, Worcester Feb 15 Smith & Smith, Evesham
GRIFFITHS, MARY ANN, Windsor ter, City rd Jan 31 Beckingsale & Co, Copthall av
HAND, JOHN, Esh, Durham, Farmer Feb 21 McConnell, Newcastle on Tyne
HEWETT, GEORGETTE SOPHIA, Abingdon, Berks Feb 20 Rogers, Reading
HOE, EMILY CATHERINE, Sylvester rd, East Finchley Feb 22 Edwards, Chancery la
HUBBARD, JOSEPH, Colchester Feb 1 Prior, Colchester
HUNT, HENRY WALLIS, Alleyn pk, West Dulwich, Engineer Feb 17 Rehder & Higgs, Mincing la
HUSON, MARY, Madeley Feb 7 Roberts, Church Stretton, Salop
IRVING, HARRIET, Northcote av, Ealing Feb 11 Close & Co, Bloomsgrove sq
JONES, HUMPHREY OWEN, Cambridge Feb 10 Needham & Tyer, Bloomsgrove sq
KAULLA, WILLIAM, Carlos pl, Mount st Feb 7 Dawes & Sons, Birchin la
KELSEY, HENRY, St Leonards on Sea Feb 21 Cheale & Son, Tunbridge Wells
KENDALL, JOHN, Ilford, Essex, Assistant Overseer Feb 10 Attwater & Lieli, Bishopsgate
KITTLE, GEORGE ENGLISH, Caister, Norfolk, Farmer Feb 8 Burton & Son, Great Yarmouth
LAW, ROBERT CARDWELL, Manchester, Lithographer Feb 11 Linnell & Linnell, Manchester
LOWTHER, The Hon WILLIAM, Lowther Lodge, Kensington Gore Feb 8 Foyer & Co, Essex st
LUCAS, ROBERT, Lewes Jan 30 Bedford & Wellsted, Lewes
MARSHALL, JOSEPH ALFRED, Southend, Essex Feb 7 Miller & Co, St Stephen's chmbrs Telegraph st
MAXIM, EBENEZER, Fenchurch st, Tailor Feb 10 Poole & Robinson, Union ct, Old broad st
MITCHELHILL, THOMAS, Wellfield av, Muswell Hill Feb 10 Hill & Son, Wolverhampton
NEWLAND, BINGHAM HENRY POWELL, Qu'Appelle, Assiniboia, Saskatchewan, Canada Mar 10 Andrew & Co, St James st
O'KEARNEY, Surgeon Major FRANCIS RONAYNE, Satara, Bombay, India Feb. 11 Wyatt & Co, St Stephen's House, Westminster
PARKER, ERNEST GEORGE, Swanley Junction, Kent, Coal Merchant's Clerk Feb 11 Baynes, Dartford
PARKINSON, EDWARD, Lancaster, Licensed Victualler Feb 7 Clark & Gardner, Lancaster
PERKINS, EMMA, Birmingham Feb 10 Sharp & Botteley, Birmingham
PICTON, JOHN BEAUMONT, Fenchurch av July 10 Smith & Hudson, Fenchurch st
PREECE, THOMAS AUSTIN, Ramsgate Feb 14 Robinson & Allfree, Ramsgate
PRICE, ROBERT ALFRED VAUGHAN, Stamford Hill, Middx Jan 31 McDiarmid & Son, Newman's ct
RABEY, ELIZABETH TREGONING, Ramsgate Feb 10 Rawlings & Rawlings, 9, Gray's inn sq
RAMSDEN, JANE, Ambleside, Westmorland Jan 20 Shepherd, Ambleside
SEEAR, JOHN, Cheam, Surrey, Chartered Accountant Feb 14 Reader & Co, Coleman st
SELWYN, WILLIAM, Thatcham, Newbury Feb 12 Leader, Lime st
SHARLAND, JOHN, Queen's rd, Forest Hill Feb 8 Capron & Co, Savile pl
SHARPE, RICHARD, Leicester Feb 8 Latham & Co, Mel on Mowbray
SIMPSON, JAMES HEATLEY, Bedford, Commercial Traveller Feb 15 Whyley & Son, Bedford
STOKES, FREDERICK GEORGE, Trinity sq, Southwark Feb 3 Goddard, Clement's inn
STRAWSON, HENRY, Upton, Lincoln, Farmer Feb 11 Robbs & Bell, Gainsborough
SUTCLIFFE, ALLISON, Shipley, Yorks, Music Dealer Feb 12 Wright & Co, Shipley
VANNECK, Hon WILLIAM ARCKEDECKNE, Leiston, Suffolk Feb 28 Cross & Co, Halesworth
WALTER, JOSEPH, Edgbaston, Birmingham Feb 10 Hooper & Tannfield, Birmingham
WANE, ANNIE, Kingston upon Hull Jan 20 Payne & Payne, Hull
WEST, EMILY, Trimley, nr Felixstowe Feb 14 Barrett & Son, Leadenhall st
WHITE, EDWARD, Wanstead, Essex, Cattle Dealer Feb 10 Attwatter & Lieli, Bishopsgate
WILSON, EDWIN, Bradshaw, nr Halifax, Woolsorter Feb 10 Elliott, Bradford
WOOD, JOHN CHARLES SAMUEL, Queen Victoria st Feb 10 Ladbury & Tatham, Budge row

London Gazette.—TUESDAY Jan 14.

ARMSTRONG, EMILY MILES, Abingdon ct, Kensington Feb 10 Le Brasseur & Oakley, Carey st, Lincoln's inn
BALL, PERCY THOMAS, Anson rd, Tufnell Park Feb 28 Gillman, Southampton st, High Holborn
BARRON, WILLIAM, Cheltenham Feb 25 Baylis, Cheltenham
BEBBER, GEORGE, Birmingham Feb 28 Wilkinson & Co, Walsall
BINNY, CATHERINE SOPHIA, Aldeburgh, Suffolk Feb 20 Irvine & Co, Crutched friars
BLEZLEY, ELIZABETH, Hastings, Feb 19 Coles & Co, Hailsham
CHADWICK, HONORA, Branksome Park, Dorset Feb 18 Leiroy, Bournemouth
CHILDS, JOHN, "Bbompston," nr Dorchester, Dorset Feb 15 Lock & Co, Dorchester
FOWLER, THOMAS FRANCIS, Reading Jan 25 Rogers, Reading
GREENLAND, FRANCES, Dover Feb 13 Mowll & Mowll, Dover
HARDHAM, FREDERICK WILLIS, Bognor Feb 15 Staffurth, Bognor
HARTLEY, JOSHUA, Bury, Iron and Metal Broker Feb 17 Brown, Bury
HATCHARD, JOSEPH, Southsea, Portsmouth, Carter and Beer Retailer Feb 13 Allen Portsmouth
HEPWORTH, JOSEPH, Halifax, Insurance Agent Feb 28 Huntriss, Halifax
HOFFER, ALICE, 23, George st, Hanover sq Feb 15 Wansey & Co, Moorgate st
HOLLOWAY, BERNARD, Dartford, Kent Mar 1 Shilton, New sq, Lincoln's inn
HYLTON, ESSEX ANNE, Llangollen, Denbigh Mar 10 Richards & Sons, Llangollen
INGRAM, Rev HENRY MANNING, Southover, Lewes Feb 28 Sturges & Co, Caxton House, Westminster
JACKSON, HERBERT EDWIN, Manchester Yarn Agent Feb 21 Whitworth, Manchester
LEE, WILLIAM, Penrith Feb 11 Arnison & Co, Penrith
LLANGATTOCK, Rt Hon JOHN ALLAN, BARON, Tue Hendre, Monmouth Mar 25 Johnsons & Co, New sq, Lincoln's inn
MASTER, CAROLINE AUGUSTA, Balham Park rd, Balham Feb 14 Fullagar & Co, Bolton
MAY, GEORGE, Hampstead Feb 27 J B & G S Beirne, ein, Duke st, St James's
MCCONNAN, CHARLES JAMES, Birkdale, Rope Manufacturer Feb 17 Hill & Co, Liverpool
MOREY, JULIA, Bridport, Dorset Feb 14 Nantes & Maunsell, Bridport
MORRISON, JOHN, South Shields, Master Mariner Jan 31 Tindle, South Shields
PADDISON, CHARLES HENRY, Brighton, Draper Feb 11 Cardens, Brighton
PULMAN, EDWARD, Church st, St Luke Newington, Coffee House Keeper Feb 25 Stanley & Co, Theobald's rd
SAW, GEORGE HENRY, Gloucester Feb 10 Bretherton & Sons, Gloucester
SLEEMAN, HENRY BEDFORD, Bexhill, Sussex Feb 22 Chalinder & Herington, Hastings
SMITH, ARTHUR, Oxted, Surrey Feb 15 Sandom & Co, Gracechurch st
SUTCLIFFE, GEORGE, Ryhill, nr Wakefield Feb 11 Wilkinson, Leeds
SUTCLIFFE, THOMAS, Sandal, Wakefield Feb 11 Wilkinson, Leeds
WALKER, GEORGE STEPHEN, M R C S, Hove, Sussex Jan 31 Dawes & Co, Rye Sussex
WALL, LOUISA, Stoke Prior Worcester Feb 17 Guest & Pearson, Birmingham
WILSON, ALFRED EDWARD, Birmingham Feb 1 Johnson & Co, Birmingham
WOOLLEY, LOUISA MARIA, Hemyock, Devon Feb 12 Mitchell, Wellington, Somerset
YEATS, RICHARD OLIVERSON, Walmer, Kent Feb 22 Bright & Sons, George st Mansion House

Bankruptcy Notices.

London Gazette.—FRIDAY, Jan. 10.

RECEIVING ORDERS.

ALCOCK, CHARLES, Guernsey gr, Herne Hill, Traveller High Court Pet Dec 10 Ord Jan 7

BOLTON, HARRY, Blackburn, Tea Dealer Blackburn Pet Dec 18 Ord Jan 6

CHAPLAIN, ROBERT CHARLES, Birmingham, Fish Salesman Birmingham Pet Jan 3 Ord Jan 7

COATES, ARTHUR VIVIAN, Salisbury ct, Fleet st High Court Pet Dec 9 Ord Jan 7

COE, FRANCIS, Manchester, Fruit Salesman Manchester Pet Jan 8 Ord Jan 8

DOUGILL, EDITH MABEL, Worksop Sheffield Pet Jan 7 Ord Jan 7

FLEMING, ALEXANDER, Little Chart, nr Ashford, Kent, Farmer Canterbury Pet Dec 20 Ord Jan 7

FYLES, WILLIAM, Ormskirk, Builder Liverpool Pet Jan 8 Ord Jan 8

GOODALL, JOHN AKEROYD, Leeds, Hay Dealer Leeds Pet Jan 6 Ord Jan 6

GRAHAM, SAMUEL MATTHEW, Shipley, Boot Dealer Bradford Pet Jan 6 Ord Jan 6

GURNEY, EDWIN THOMAS, Merthyr Tydfil, Builder Merthyr Tydfil Pet Dec 23 Ord Jan 7

HALFORD, ARTHUR, Leicester, Leather Goods Manufacturer Leicester Pet Jan 6 Ord Jan 6

HARDY, PEREGRINE, Banham, Norfolk, Farmer Norwich Pet Jan 7 Ord Jan 7

HOPPER, WILLIAM, Canterbury, Baker Canterbury Pet Jan 6 Ord Jan 6

JAY, EDGAR, Finsbury pvmt High Court Pet Dec 19 Ord Jan 7

JORDAN, FRANCIS, Birkdale, Southport, Grocer Liverpool Pet Jan 7 Ord Jan 7

KNIGHT, WILLIAM, Burslem, Staffs, Saddler Hanley Pet Jan 8 Ord Jan 8

LLOYD, ARTHUR, Oldham, Plumber Oldham Pet Dec 11 Ord Jan 7

LLOYD, ARTHUR EDWIN JONATHAN, Ash, Surrey Coachbuilder Guildford Pet Jan 6 Ord Jan 6

MARGERISON, FREDERICK WILLIAM, Blackburn, Auctioneer Blackburn Pet Dec 14 Ord Jan 6

MAY, JAMES EDWARD, Biddenden, Kent, Tailor Maidstone Pet Jan 6 Ord Jan 6

PARR, JOHN, Farnsfield, Notts, Farmer Nottingham Pet Jan 6 Ord Jan 6

ROSEBERRY, WILLIAM, Cambridge, Fruit Grower King's Lynn Pet Jan 7 Ord Jan 7

ROSS, RONALD, Heatherdene, Bagshot Kingston, Surrey Pet Aug 13 Ord Jan 7

THORPE, A C, jun, Pall Mall Safe Deposit, St Albans pl Jeweller High Court Pet Nov 20 Ord Jan 6

FIRST MEETINGS.

ALCOCK, CHARLES, Guernsey grove, Herne Hill, Traveller Jan 20 at 12 Bankruptcy bldgs, Carey st

ANDREWS, KATE, Great Grimsby Jan 18 at 11 Off Rec St. Mary's chmbrs, Great Grimsby

COATES, ARTHUR VIVIAN, Salisbury ct, Fleet st Jan 20 at 1 Bankruptcy bldgs, Carey st

DU FONTAINE, LOUIS BERTRAND, Ware, Herts, Motor Engineer Jan 22 at 12 Off Rec, 14, Bedford row, London

DOBBIE, JOHN LANG, Stretford, Lancs, Commission Agent Jan 20 at 3 Off Rec, Byrom st, Manchester

EVANS, ELIZABETH, Tregaron, Cardiganshire Jan 18 at 11 Off Rec, 4, Queen st, Carmarthen

GASKON, A E, Hay Mills, Birmingham, Builder Jan 20 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham

GOODALL, JOHN AKEROYD, Leeds, Hay Dealer Jan 20 at 3.30 Off Rec, 24, Bond st, Leeds

GOURWITCH, C, Ferntower rd, Newington Green, General Merchant Jan 21 at 12 Bankruptcy bldgs, Carey st

GRAHAM, SAMUEL MATTHEW, Shipley, Boot Dealer Jan 18 at 10.30 Off Rec, 12, Duke st, Bradford

HALFORD, ARTHUR, Leicester, Leather Goods Manufacturer Jan 18 at 12 Off Rec, 1, Berridge st, Leicester

HALL, FREDERICK, Weymouth, Picture Palace Proprietor Jan 20 at 4.30 Crown Hotel, Weymouth

HOLMES, RICHARD, Barrow in Furness, Builder Jan 21 at 11.30 Off Rec, 16, Cornwallis st, Barrow in Furness

HOPPER, WILLIAM, Canterbury, Baker Jan 18 at 12 Off Rec, 68A, Castle st, Canterbury

JAY, EDGAR, Finsbury pvmt Jan 20 at 11 Bankruptcy bldgs, Carey st

KNIGHT, WILLIAM, Wolstanton, Staffs, Saddler Jan 18 at 11.30 Off Rec, King st, Newcastle, Staffs

LLOYD, ARTHUR EDWIN JONATHAN, Ash, Surrey, Coachbuilder Jan 20 at 11 132, York rd, Westminster Bridge rd

LOCKHART, CHARLES DOUGLAS, Dunstable, Bedford, Hosier Jan 21 at 11.30 Chamber of Commerce, 145, Cheapside

MAY, JAMES EDWARD, Benenden, Kent, Tailor Jan 22 at 11 9, King st, Maidstone

MEAKIN, THEODORE HENRY, Four Mile Bridge, Valley, Anglesey, Electrical Fitter Jan 18 at 12 Crypt chmbrs, Chester

NEWEY, JAMES ALFRED, Birmingham, Money Lender Jan 20 at 12 Ruskin chmbrs, 191, Corporation st, Birmingham

NEWSON, HENRY RICHARD, Mount Peasant rd, Tottenham, Solicitor Jan 22 at 3 Off Rec, 14, Bedford row

NORRIS, JOHN OLIVER, Chester, Journeyman Cycle and Motor Repairer Jan 18 at 11.30 Off Rec, 13, Winckley st, Preston

PASFIELD, ARTHUR, Braintree, Essex, Bootmaker Feb 5 at 2.30 Shire Hall, Chelmsford

SCOTT, WILFRED, Tunstall, Stoke on Trent, Estate Agent Jan 18 at 11 Off Rec, King st, Newcastle, Staffs

SHALSON, BENJAMIN, Cardiff, Merchant Tailor Jan 20 at 3 117, St Mary st, Cardiff

SMITH, HARRY, Bishops Itchington, Warwick, Farmer Jan 20 at 12 Off Rec, 8, High st, Coventry

SOPER, RICHARD, Brixham, Devon, Fisherman Jan 20 at 11.45 7, Buckland ter, Plymouth

STEBBING, FRANK, Heybridge Hall, nr Maldon, Essex Farmer Feb 5 at 2 Shire Hall, Chelmsford

THORPE, A C, jun, Pall Mall Safe Deposit, St Albans pl, Jeweller Jan 22 at 11 Bankruptcy bldgs, Carey st

WILLIAMS, HENRY, Clifton on Teme, Worcester, Journeyman Carpenter Jan 18 at 12 Off Rec, 11, Copenhagen st, Worcester

WRAYFORD, WILLIAM, jan, Upton Mill, nr Ryde, I of W, Cow Keeper Jan 18 at 2 Off Rec, 98, High st, Newport, I of W

ADJUDICATIONS.

BEAUMONT, REGINALD, Kingston on Thames High Court Pet Sept 10 Ord Jan 7

BRADBURY, ALEXANDER, West Bromwich, Licensed Victualler Stourbridge Pet Nov 25 Ord Jan 6

COE, FRANCIS, Manchester, Fruit Salesman Manchester Pet Jan 8 Ord Jan 8

DE CHASSIRON, BARON, Staines, Middlx High Court Pet Sept 6 Ord Jan 7

DOUGILL, EDITH MABEL, Worksop Sheffield Pet Jan 7 Ord Jan 7

EDWARDS, SPENCER, Barnstaple, Architect Barnstaple Pet Dec 9 Ord Jan 6

FLEMING, ALEXANDER, Little Chart, nr Ashford, Kent, Farmer Canterbury Pet Dec 30 Ord Jan 7

FRANKFORT, F S, Great James st, Importer High Court Pet Nov 19 Ord Jan 7

GASKON, A E, Birmingham, Builder Birmingham Pet Dec 21 Ord Jan 8

GRAHAM, SAMUEL MATTHEW, Shipley, Yorks, Boot Dealer Bradford Pet Jan 6 Ord Jan 6

HALFORD, ARTHUR, Leicester, Leather Goods Manufacturer, Leicester Pet Jan 6 Ord Jan 6

HARDY, PEREGRINE, Banham, Norfolk, Farmer, Norwich Pet Jan 7 Ord Jan 7

HOPPER, WILLIAM, Canterbury, Baker Canterbury Pet Jan 6 Ord Jan 6

JOHNSON, WILLIAM, Coundon Grange, Durham, Grocer Durham Pet Nov 28 Ord Jan 4

JORDAN, FRANCIS, Birkdale, Southport, Grocer Liverpool Pet Jan 7 Ord Jan 7

KELSEY, GORDON RAINS, Marconi House, Strand High Court Pet Aug 24 Ord Jan 8

KNIGHT, WILLIAM, Burslem, Staffs, Saddler Hanley Pet Jan 8 Ord Jan 8

KNOLLYS, FREDERICK ROBERT, Broad st House High Court Pet April 19 Ord Jan 4

LAWSON, WILLIAM SCOTT, Scarborough Scarborough Pet Nov 19 Ord Jan 4

LLOYD, ARTHUR EDWIN JONATHAN, Ash, Surrey, Coachbuilder Guildford Pet Jan 6 Ord Jan 6

MAY, JAMES EDWARD, Biddenden, Kent, Tailor Maidstone Pet Jan 6 Ord Jan 6

NEUMANN, W R, Budge row High Court Pet Nov 14 Ord Jan 4

PARR, JOHN, Farnsfield, Notts, Farmer Nottingham Pet Jan 6 Ord Jan 6

PIGOTT, Sir PAYNTON, Folkestone Canterbury Pet Aug 2 Ord Jan 6

ROSEBERRY, WILLIAM, Wisbech Saint Peter, Cambridge, Fruit grower King's Lynn Pet Jan 7 Ord Jan 7

THOMPSON, ROSANNA ANDERSON, Stonehouse, nr Stroud, Glos Gloucest r Ord Jan 6

THORPE, ARTHUR CHARLES, jun, Pall Mall Safe Deposit, St Alban's pl, Jeweller High Court Pet Nov 20 Ord Jan 8

TINDAL-CARILL-WORSLEY, RALPH, Portsea pl High Court Pet Oct 21 Ord Jan 7

TOULMIN, MARIE FLORENTINE MINNA, Buckingham Palace gdns High Court Pet Nov 25 Ord Jan 4

WARNER, ALBERT VICTOR, Bedford Park, Chiswick, Trunk Maker High Court Pet Dec 17 Ord Jan 6

ADJUDICATION ANNULLED.

BANNISTER, EDWARD PRISKE, Victoria rd, Edmonton Estate Agent's Clerk Edmonton Pet Sept 10, 1908 Adjud April 8, 1909 Annul Oct 24, 1912

London Gazette.—TUESDAY, Jan. 14.

RECEIVING ORDERS.

ADCOCK, ARTHUR JOHN, Manchester, Merchant Manchester Pet Dec 5 Ord Jan 10

BEHENNAH, RICHARD, Mevagissey, Cornwall, Fisherman Truro Pet Jan 9 Ord Jan 9

BINKS, HERBERT D'AUQUILLA, Ipswich, Cattle Dealer Ipswich Pet Jan 8 Ord Jan 8

BISHOP, HUGH, Queniborough, Leicester, Labourer Leicester Pet Jan 10 Ord Jan 10

CARRABS, BENJAMIN RAOUL, Bristol Cork Importers Bristol Pet Jan 10 Ord Jan 11

CRAWSHAW, ARTHUR, and GEORGE BURTON MAUDE, Halifax, Builders Halifax Pet Jan 8 Ord Jan 8

DOUGLAS, Lord ALFRED BRUCE, Church row, Hampstead High Court Pet Dec 16 Ord Jan 10

DYSON, FRED, Brighouse, Labourer Halifax Pet Jan 10 Ord Jan 10

ELLISTON, ARTHUR WILLIAM, Cambridge, Boot Repairer Cambridge Pet Jan 9 Ord Jan 9

FLEMING, JOHN, Holborn, Silverdale, Lancs, Boot Maker Preston Pet Jan 10 Ord Jan 10

HUMPHREY, HENRY SPIER, Normanby, Yorks Middlesbrough Pet Jan 9 Ord Jan 9

JACOB, LOUIS, Leeds, Jeweller Leeds Pet Nov 30 Ord Jan 10

JONES, HOWELL JOHN, Neath, Glam Labourer Neath Pet Jan 9 Ord Jan 9

JONES, HUGH FRANCIS, High rd, Tottenham, Grocer Edmonton Pet Jan 11 Ord Jan 11

KEEBLE, THOMAS ALFRED, Bury St Edmunds, Baker Bury St Edmunds Pet Jan 9 Ord Jan 9

LAKE, HAROLD WILLIAMSON, Southampton bldgs, Patent Agent High Court Pet Nov 27 Ord Jan 8

LOWERY, ROBERT ALEXANDER, Middlesbrough, Draughtsman Middlesbrough Pet Jan 9 Ord Jan 9

MALTBY, ARTHUR MARSHALL, Tredegar, Mon, Clerk Tredegar Pet Jan 8 Ord Jan 8

MAY, C H, Birmingham, Accountant Birmingham Pet Nov 28 Ord Jan 10

MUNDAY, EDWARD, Orlingbury, Northampton, Licensed Victualler Northampton Pet Jan 8 Ord Jan 8

PARRY, GEORGE, Marsh, Westbury, Salop, Wheelwright Shrewsbury Pet Jan 10 Ord Jan 10

ROBERTS, DAVID, Birmingham, Hosier Birmingham Pet Jan 6 Ord Jan 9

SOWERBY, ARTHUR JOSEPH, Scarborough, Confectioner Scarborough Pet Jan 9 Ord Jan 9

WHETMAN, GEORGE EDMUND, Devizes, Wilts, Mechanical Engineer Bath Pet Jan 9 Ord Jan 9

WOODHOUSE, ROWLAND B, Mincing la, Produce Merchant High Court Pet Dec 20 Ord Jan 9

FIRST MEETINGS.

BEHENNAH, RICHARD, Mevagissey, Cornwall, Fisherman Jan 22 at 2 Off Rec, 12, Princes st, Truro

BINKS, HERBERT D'AUQUILLA, Ipswich, Cattle Dealer Jan 22 at 2 Off Rec, 36, Princes st, Ipswich

BISHOP, HUGH, Queniborough, Leicester, Labourer Jan 22 at 12 Off Rec, 1, Berridge st, Leicester

CARRADE, BENJAMIN RAOUL, Bristol, Cork Importers Jan 22 at 11.30 Off Rec, 26, Baldwin st, Bristol

CHAPLAIN, ROBERT CHARLES, Birmingham, Fish Salesman, Jan 22 at 12 Ruskin chmbrs, 191, Corporation st, Birmingham

COX, FRANCIS, Manchester, Fruit Salesman Jan 22 at 3 Off Rec, Byrom st, Manchester

CRAWSHAW, ARTHUR, and GEORGE BURTON MAUDE, Halifax, Builders Jan 22 at 10.15 County Court House, Prescott st, Halifax

DOUGILL, EDITH MABEL, Worksop Jan 23 at 11.30 Off Rec, Figtree ln, Sheffield

DOUGLAS, Lord ALFRED BRUCE, Church row, Hampstead Jan 24 at 11.30 Bankruptcy bldgs, Carey st

DYSON, FRED, Brighouse, Yorks, Labourer Jan 22 at 10.45 County Court House, Prescott st, Halifax

FLEMING, ALEXANDER, Little Chart, nr Ashford, Kent, Farmer Jan 24 at 11.30 Off Rec, 68A, Castle st

FYLES, WILLIAM, Ormskirk, Builder Jan 24 at 11 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool

GURNEY, EDWIN THOMAS, Merthyr Tydfil, Builder Jan 22 at 12.15 Off Rec, County Court Office, Town Hall, Merthyr Tydfil

HARDY, PEREGRINE, Banham, Norfolk, Farmer Jan 22 at 12.30 Off Rec, 8, King st, Norwich

HUMPHREY, HENRY SPIER, Normanby, Yorks Jan 28 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough

JACOBS, LOUIS, Leeds, Jeweller Jan 24 at 3 Off Rec, 24, Bond st, Leeds

JOHNSON, WILLIAM, Coundon Grange, Durham, Grocer Jan 22 at 2.30 Off Rec, 8, Manor pl, Sunderland

JONES, HOWELL JOHN, Neath, Labourer Jan 22 at 11 Off Rec, Government bldgs, St Mary st, Swansea

JORDAN, FRANCIS, Birkdale, Southport, Grocer Jan 23 at 11 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool

KEEBLE, THOMAS ALFRED, Bury St Edmunds, Baker Jan 28 at 12.15 Off Rec, 36, Princes st, Ipswich

LAKE, HAROLD WILLIAMSON, Southampton bldgs, Patent Agent Jan 23 at 11.30 Bankruptcy bldgs, Carey st

LOWERY, ROBERT ALEXANDER, Middlesbrough, Draughtsman Jan 24 at 11.45 Off Rec, Court chmbrs, Albert rd, Middlesbrough

MAY, C H, male, Birmingham, Accountant Jan 24 at 12 Ruskin cmbrs, 191, Corporation st, Birmingham

MUNDAY, EDWARD, Orlingbury, Northampton, Licensed Victualler Jan 22 at 11.30 Off Rec, The Parade, Northampton

PARRY, GEORGE, Westbury, Salop, Wheelwright Jan 25 at 11.30 Off Rec, 22 Swan hill, Shrewsbury

PARR, JOHN, Farnsfield, Notts, Farmer Jan 22 at 11 Off Rec, 4, Castle pl, Park st, Nottingham

ROBERTS, DAVID, Birmingham, Hosier Jan 24 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham

ROSS, RONALD, Bagshot, Surrey Jan 24 at 11 132, York rd, Westminster Bridge rd

SOWERBY, ARTHUR JOSEPH, Scarborough, Confectioner Jan 22 at 4 Off Rec, 48, Westborough, Scarborough

WILLIAMS, THOMAS, Llanmaes, nr Bridgend, Haulier Jan 22 at 12 117, St Mary st, Cardiff

WILLOWS, ERNEST THOMPSON, Handsworth, Birmingham Aeronautical Engineer Jan 22 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham

WOODHOUSE, ROWLAND B, Mincing ln, Produce Merchant Jan 22 at 12 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ALCOCK, CHARLES, Guernsey grove, Herne Hill, Traveller High Court Pet Dec 10 Ord Jan 10

BEHENNAH, RICHARD, Mevagissey, Cornwall, Fisherman Truro Pet Jan 9 Ord Jan 9

BINKS, HERBERT D'AUQUILLA, Ipswich, Cattle Dealer Ipswich Pet Jan 8 Ord Jan 8

BISHOP, HUGH, Queniborough, Leicester, Labourer Leicester Pet Jan 10 Ord Jan 10

BYRNE, THOMAS, Liverpool, Stevedore Liverpool Pet Nov 4 Ord Jan 10

CHAPLAIN, ROBERT CHARLES, Birmingham, Fish Salesman Birmingham Pet Jan 3 Ord Jan 9

CHRIMES, PHILIP HENRY, Craven, Scarborough, Gentleman Scarborough Pet Nov 14 Ord Jan 10

CRAWSHAW, ARTHUR, and GEORGE BURTON MAUDE, Halifax, Builders Halifax Pet Jan 8 Ord Jan 8

DYSON, FRED, Brighouse, Labourer Halifax Pet Jan 10 Ord Jan 10

ELLISTON, ARTHUR WILLIAM, Cambridge, Boot Repairer Cambridge Pet Jan 9 Ord Jan 9

FLEMING, JOHN, Silverdale, Lancs, Boot Maker Preston Pet Jan 10 Ord Jan 10

FYLES, WILLIAM, Ormskirk, Builder Liverpool Pet Jan 8 Ord Jan 10

HALL, FREDERICK, Weymouth, Picture Palace Proprietor Dorchester Pet Dec 4 Ord Jan 11

HANDELMAN, S, Mile End rd, Leather Merchant High Court Pet Nov 26 Ord Jan 10

HUMPHREY, HENRY SPIER, Normanby, Yorks Middlesbrough Pet Jan 9 Ord Jan 9

JACOBS, LOUIS, Leeds, Jeweller Leeds Pet Nov 30 Ord Jan 11

JONES, HOWELL JOHN, Neath, Glam, Labourer Neath Pet Jan 9 Ord Jan 9

KEEBLE, THOMAS ALFRED, Bury St Edmunds, Baker' Bury St Edmunds Pet Jan 9 Ord Dec 9

LOWERY, ROBERT ALEXANDER, Middlesbrough, Draughtsman Middlesbrough Pet Jan 9 Ord Jan 9

MALTBY, ARTHUR MARSHALL, Tredegar, Mon, Clerk Tredegar Pet Jan 8 Ord Jan 8

MUNDAY, EDWARD, Orlingbury, Northampton, Licensed Victualler Northampton Pet Jan 8 Ord Jan 8

PARRY, GEORGE, Marsh, Westbury, Salop, Wheelwright Shrewsbury Pet Jan 10 Ord Jan 10

RIDLEY, JONATHAN, jun, Blyth, Northumberland, Painter and Decorator Newcastle upon Tyne Pet Dec 6 Ord Jan 11

ROBERTS, DAVID, Birmingham, Hosier Birmingham Pet Jan 6 Ord Jan 11

SOWERBY, ARTHUR JOSEPH, Scarborough, Confectioner Scarborough Pet Jan 9 Ord Jan 9

WHETMAN, GEORGE EDMUND, Devizes, Wilts, Mechanical Engineer Bath Pet Jan 9 Ord Jan 9

PARTNERSHIPS WANTED AND VACANT.